Strictly Private and Confidential

Dear **DIVYA R**

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

Job Profile - Application Development Associate
Management Level - 12
Job Family Group - Software Engineering

Please refer to:

• Annexure I for the compensation and benefits details.

• Annexure II for documentation to be submitted by you.

• Annexure III Terms of Employment

• Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the

offer of employment,in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

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

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

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

• The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.

• After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

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

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

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

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

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to

you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (https://india.jobs.accenture.com/default.aspx) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

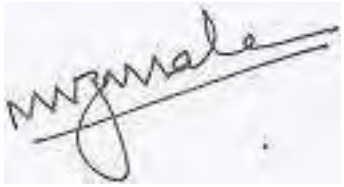
After accepting this Offer, we encourage you visit Countdown to the Company-

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

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

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

Yours sincerely,



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

ACKNOWLEDGED AND AGREED

DIVYA R

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ANNEXURE I

COMPENSATION & BENEFITS

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

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,04,630

(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	40,993
Maximum Annual Total earning potential(A+B)	5,45,623
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 31,535
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) Notional Insurance Premium paid by Company	INR 8,077- INR 14,383
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 600000/-

(E)##Additional Discretionary Reimbursements Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares **at 15% discount on the fair market value**	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

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

Benefits applicable for current Company financial year:

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

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

1. Medical:

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

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

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

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

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

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

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

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

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

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

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

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

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

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

In addition to the above, you will also be eligible for the following benefits:

• One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.

• Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

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

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

General Tax:

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

ANNEXURE II

Mandatory documentation at the time of onboarding:

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

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

ANNEXURE IV - DECLARATION

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

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

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

ACKNOWLEDGED AND AGREED:

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DIVYA R

Date:

Disclaimer

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

Dear B N SRINIVASA

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**B N SRINIVASA**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	23,799	2,85,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Dear BOLA VEDVYAS SHENOY

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**BOLA VEDVYAS SHENOY**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	23,799	2,85,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Dear CHANDAN D P

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**CHANDAN D P**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
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Employee Provident Fund	1,800	21,600
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Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Dear DHEERAJ K SHEETY

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**DHEERAJ K SHEETY**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	23,799	2,85,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Dear MAQBOOLAHAMED M PATIL

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

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h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**MAQBOOLAHAMED M PATIL**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	23,799	2,85,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Dear MEMORY MARWEIN

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**MEMORY MARWEIN**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	23,799	2,85,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Dear MONICA NAMSAW

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **25 July 2019**.

With effect from your date of joining, your employment will be governed by the terms andconditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 6,00,000 (Rupees Six Lakh only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**MONICA NAMSAW**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	34000	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	23,799	2,85,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	73560	600000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name:

Signature & Date:

Bengaluru
India

Subject: Offer Letter

Dear **HARSHITH N**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

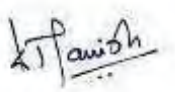
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **HARSHITH N** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: HARSHITH N
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **SYED USMAN AHMED**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited

Manish Kotwani
Vice President – Human Resources & Administration

I, **SYED USMAN AHMED** hereby understand and agree to the terms outlined in this letter

of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: SYED USMAN AHMED
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **ARVIND KUMAR R**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

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   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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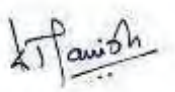
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **ARVIND KUMAR R** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: ARVIND KUMAR R
Designation: Junior Analyst

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a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **ASHWATHI S**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

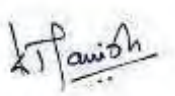
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **ASHWATHI S** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: ASHWATHI S
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **AVINASH D**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

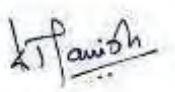
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **AVINASH D** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: AVINASH D
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **CHARAN MADHAVAN D**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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Annexure I

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In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

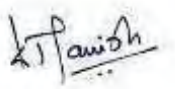
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **CHARAN MADHAVAN D** hereby understand and agree to the terms outlined in this

letter of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: CHARAN MADHAVAN D
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **ROSHAN JOSEPH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

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5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

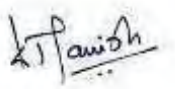
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **ROSHAN JOSEPH** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: ROSHAN JOSEPH
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **CYNTHIA EUNICE BHASKER**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

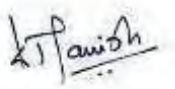
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **CYNTHIA EUNICE BHASKER** hereby understand and agree to the terms outlined in

this letter of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: CYNTHIA EUNICE BHASKER
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **DIMPLE M**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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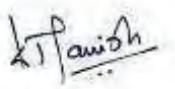
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **DIMPLE M** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: DIMPLE M
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
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6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **EABY K**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
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- Photo copies of all Educational Qualification certificates.
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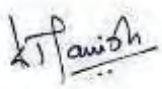
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **EABY K** hereby understand and agree to the terms outlined in this letter of contract. Date:

_____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: EABY K
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **FAREEN SHARIEF**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

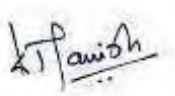
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **FAREEN SHARIEF** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: FAREEN SHARIEF
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **G VIGNESH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

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Terms and Conditions of Employment

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3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

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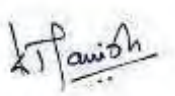

Manish Kotwani
Vice President – Human Resources & Administration

I, **G VIGNESH** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: G VIGNESH
Designation: Junior Analyst

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Bengaluru
India

Subject: Offer Letter

Dear **HARSHITHA P**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

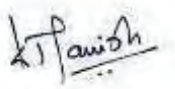
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **HARSHITHA P** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: HARSHITHA P
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JACOB JOSEPH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

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Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

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   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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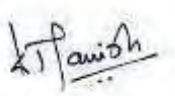
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JACOB JOSEPH** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JACOB JOSEPH
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
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9	Performance Bonus	-	-
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Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JASMIN MUSTHAFA K C**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

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2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

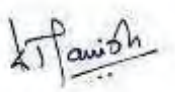
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JASMIN MUSTHAFA K C** hereby understand and agree to the terms outlined in this

letter of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JASMIN MUSTHAFA K C
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JATIN S MODY**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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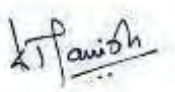
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JATIN S MODY** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JATIN S MODY
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JEONG SUN WOO**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

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   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

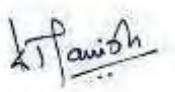
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JEONG SUN WOO** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JEONG SUN WOO
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JOHN PRAJWAL R**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

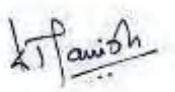
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JOHN PRAJWAL R** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JOHN PRAJWAL R
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JOHNSON PRINCE**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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- 2 copies of Photo identity (pan card)
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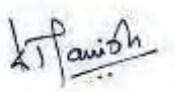
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JOHNSON PRINCE** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JOHNSON PRINCE
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **JOSHUA AJI MATHEW**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

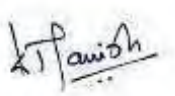
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **JOSHUA AJI MATHEW** hereby understand and agree to the terms outlined in this letter

of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: JOSHUA AJI MATHEW
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **K K RESHAD**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
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   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
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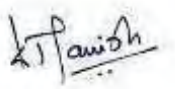
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **K K RESHAD** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: K K RESHAD
Designation: Junior Analyst

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Bengaluru
India

Subject: Offer Letter

Dear **K V NISHITHA**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited

Manish Kotwani
Vice President – Human Resources & Administration

I, **K V NISHITHA** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: K V NISHITHA
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **KAVYA R**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

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Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

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his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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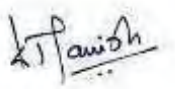
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **KAVYA R** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: KAVYA R
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **KRITHIKA V**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

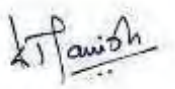
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **KRITHIKA V** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: KRITHIKA V
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **LEE SONGYEON**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

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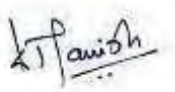
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **LEE SONGYEON** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: LEE SONGYEON
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
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7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MEDHINI SINGH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

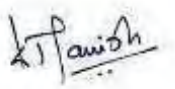
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MEDHINI SINGH** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MEDHINI SINGH
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MEHUL KAPOOR**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

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d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

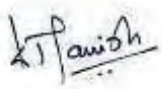
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MEHUL KAPOOR** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MEHUL KAPOOR
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MOHAMMED ADNANULLA**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
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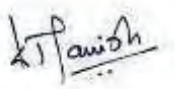
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MOHAMMED ADNANULLA** hereby understand and agree to the terms outlined in this

letter of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MOHAMMED ADNANULLA
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MOHAMMED DANISH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

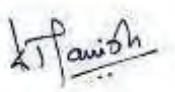
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MOHAMMED DANISH** hereby understand and agree to the terms outlined in this letter

of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MOHAMMED DANISH
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MOHIT TALREJA**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

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his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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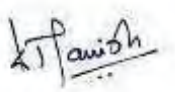
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MOHIT TALREJA** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MOHIT TALREJA
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
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h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MUHAMMED BASHEER M**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

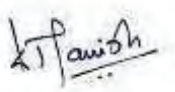
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MUHAMMED BASHEER M** hereby understand and agree to the terms outlined in this

letter of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MUHAMMED BASHEER M
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **MUHAMMED ISA TAARIQ MUTALIPH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

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his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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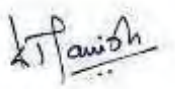
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **MUHAMMED ISA TAARIQ MUTALIPH** hereby understand and agree to the terms

outlined in this letter of contract. Date: ___

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: MUHAMMED ISA TAARIQ MUTALIPH
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
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B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **N JEEVANANDAM**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

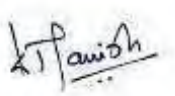
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **N JEEVANANDAM** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: N JEEVANANDAM
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **NEETHU SINGH CHOUDHARY**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

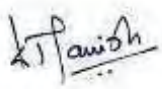
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **NEETHU SINGH CHOUDHARY** hereby understand and agree to the terms outlined in

this letter of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: NEETHU SINGH CHOUDHARY
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **NISCHAL REDDY C**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

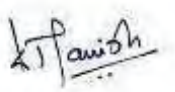
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **NISCHAL REDDY C** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: NISCHAL REDDY C
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **PAWAN KUMAR**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

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d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

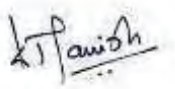
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **PAWAN KUMAR** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: PAWAN KUMAR
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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6	PF(Company's Contribution)	1,787	23,407
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8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **POONAM DOGRA**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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- 2 copies of Photo identity (pan card)
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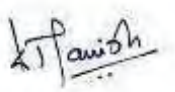
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **POONAM DOGRA** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: POONAM DOGRA
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
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2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **PRADIP KR JHA**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

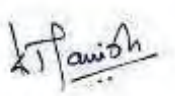
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **PRADIP KR JHA** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: PRADIP KR JHA
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
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B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
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f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **PRIYANKA R**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

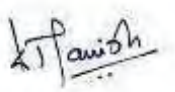
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **PRIYANKA R** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: PRIYANKA R
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
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9	Performance Bonus	-	-
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Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **PUNITHA B**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

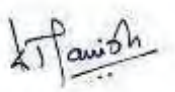
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **PUNITHA B** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: PUNITHA B
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RAJA ASHOK B**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

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   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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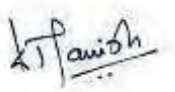
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RAJA ASHOK B** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RAJA ASHOK B
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RAJESH K M**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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   a) five (05) Paternity leaves,
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   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

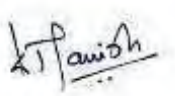
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RAJESH K M** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RAJESH K M
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RAJESH M**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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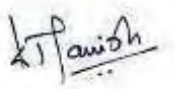
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RAJESH M** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RAJESH M
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RAKSHITHA R**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

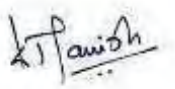
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RAKSHITHA R** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RAKSHITHA R
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RAKSHITHA R K**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
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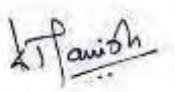
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RAKSHITHA R K** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RAKSHITHA R K
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
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9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RAMNAS ALI**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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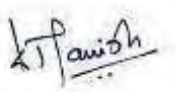
We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RAMNAS ALI** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RAMNAS ALI
Designation: Junior Analyst

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C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RINOOF A M**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

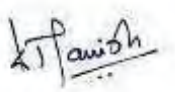
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RINOOF A M** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RINOOF A M
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
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h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **RISHABH SANCHETI**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

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his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

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7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
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- 2 copies of Photo identity (pan card)
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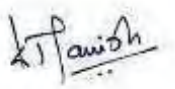
We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **RISHABH SANCHETI** hereby understand and agree to the terms outlined in this letter

of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: RISHABH SANCHETI
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
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h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **ROSHAN JOSEPH**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

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1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

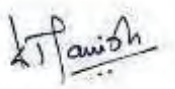
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **ROSHAN JOSEPH** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: ROSHAN JOSEPH
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **SHIVANI E R**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

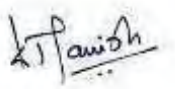
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **SHIVANI E R** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: SHIVANI E R
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **SIDDHARTH V S**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

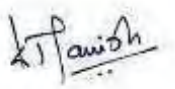
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **SIDDHARTH V S** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: SIDDHARTH V S
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **SRIDHAR M**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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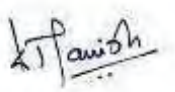
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **SRIDHAR M** hereby understand and agree to the terms outlined in this letter of contract.

Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: SRIDHAR M
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **SUDARSHI M S**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

c) The annual salary appraisal exercise of the Employee shall be conducted from April to March (which shall be the assessment period), In the event that the Employee resigns or is serving his/her notice period as on salary revision pay-out date then such Employee shall not be eligible for receiving his/her salary appraisal. Furthermore, any employee joining the Company after 30th September of that particular financial year shall not be eligible to receive the appraisal in the immediate salary appraisal cycle that would follow i.e., from April to March, however the said Employee shall be eligible to receive the remaining portion (that was due in the previous financial year) of his/her salary appraisal in the subsequent financial year on a pro-rated basis (appraisal from October to March) effective from date of joining on the basis of individual/organization performance and assessment guidelines. The salary appraisal to be paid to the Employee shall be done so in accordance with the salary appraisal guidelines of the Company.

d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

e) The Employee's Leave entitlement will be in accordance with the applicable rules and policies of the Company which would be subjective to change from time to time.

5) **Background Check:** This Appointment is subject to reference checks and information provided to the Company during the recruitment process, or subsequently. If any information provided is found to be misleading or falsified, the Company is entitled to withdraw the appointment and/or terminate the employee's services and take necessary legal action against the employee. The Employee on the date of joining would be required to sign an employment agreement which shall lay down the terms and conditions of his/her employment with the Company.

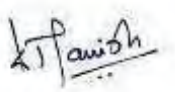
6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **SUDARSHI M S** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: SUDARSHI M S
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
4	Special Allowance *(Basket of Reimbursements)*	5,740	68,879
5	Statutory Bonus	1,354	16,248
A	**Total Base salary (1+2+3+4+5)**	**25,519**	**308,211**
6	PF(Company's Contribution)	1,787	23,407
7	Gratuity	782	9,382
8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected

b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".

c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.

d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.

e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.

f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.

g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.

h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **SYED USMAN AHMED**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
   b) 26 weeks (26) Maternity leave,
   c) five (05) Milestone Leaves for 5, 10 and 15 year completion (5th , 10th and 15th year only), The company also provides public holidays, announced at the beginning of every year based on the Company's leave Policy. Except for emergencies and medical reasons leave will be granted only on 15 days prior notice and post securing approval by your manager in writing / on the HRIS system.

3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

a) **Bonus, Salary Appraisal and Relocation:** Joining Bonus, Relocation and associated expenses, if any, paid by Company at the time of joining will be recovered from the Employee in case of termination of employment within a period of twelve (12) months from the date of joining.

b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

PB payout for that cycle. Any Employee joining from and between 1st of July to 30th September during the H1 payment cycle shall not be eligible for receiving the performance bonus for that particular cycle period. However, such Employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H2 cycle subject to the Employee fulfilling all the necessary terms specified herein. Subsequently, if any Employee joins the Company from and between 1st of January to 31st of March during the H2 payment cycle then such employee shall not be eligible to receiving the performance bonus for that particular cycle period. However, such employee shall be eligible to receive the performance bonus on a pro-rated basis in the next H1 payment cycle. Any performance bonus to be paid to the Employee shall be done so in accordance with the performance bonus guidelines of the Company. In the event if the performance bonus guidelines go through any amendments then the bonus to be paid shall be as per the then applicable/revised guidelines.

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d) The reimbursement components will be paid on a monthly basis on submission of bills/receipts. You will be required to submit your bills and/or receipts every month. Furthermore, any changes to be made in the reimbursement component shall be adjusted in the special allowance.

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6) **Law of the Contract:** This offer should be interpreted according to the laws of India.

7) **Acceptance:** Please confirm on your acceptance to this offer within five (5) working days from the receipt of this offer. On your acceptance you are also requested to provide the following documents in order to enable the Company initiate the Background checks:
   - 2 passport size photographs.

- Photo copies of all Educational Qualification certificates.
- Photo copies of any other Professional Courses Certificates.
- 2 copies of Photo identity (pan card)
- 2 copies of Aadhar card
- 1 copy of current & permanent address proof (ration card/passport/latest electricity bill/latest telephone bill/lease agreement)
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited

Manish Kotwani
Vice President – Human Resources & Administration

I, **SYED USMAN AHMED** hereby understand and agree to the terms outlined in this letter

of contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: SYED USMAN AHMED
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
1	Basic Salary	12,089	195,060
2	House Rent Allowance	6,336	78,024
3	Transport Allowance	-	-
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C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
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g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Bengaluru
India

Subject: Offer Letter

Dear **UZMA SHARIF**

Congratulations! We are delighted to welcome you to the Course5 Family.

Subsequent to your job application and rounds of interviews, we are pleased to make you an offer for full time employment with Course5 Intelligence (referred as "Company" hereafter) in the capacity of **Junior Analyst**, Band **F1.** Your annual cost to company [CTC] will be **350000**(detailed break up and benefits are defined hereunder in Annexure II of the Offer Letter).

A letter of appointment will be provided to you on your date of joining the Company. You will be deputed at **Bengaluru** office of the Company however, during the course of your employment the Company may at its sole discretion and post offering a written intimation, depute you to its branch offices or client location, basis business requirements. Further, the Company may also assign you to a different role and business unit based on its requirement.

This offer of employment is subject to the receipt of satisfactory feedback from your background verification process. By accepting this offer, you provide us with your consent to conduct a thorough background check of the information shared by you at the recruitment stage in furtherance to facilitate your employment with the Company.

The Company is committed to providing a diverse workforce and inclusive workplace by providing equal opportunity to all and creating a safe and secure work environment that is free from any form of discrimination which includes but is not limited to our policy of zero tolerance to sexual harassment. Further, The Company aims at building and fostering diversity of gender, caste, creed, culture, sexual orientation and ensure for employees of multiple generations co-exist and develop as per individual aspirations and expectations.

Kindly note the detailed terms and conditions of your employment are listed in Annexure I and your remuneration package along with the other applicable benefits are detailed in Annexure II. Notwithstanding anything to the contrary, your designation, reporting manager, department, work

location, remuneration, benefits and the terms and conditions of your employment are subject to changes during the tenure of your employment with the Company.

Annexure I

Terms and Conditions of Employment

In pursuance to the conformation of the offer, the following shall be the terms and conditions applicable to the employment:

1) The Employee shall in all respects use his/her best endeavors in carrying out the objectives of Course5 Intelligence Limited (the "Company") and protect its interests to the best of his/her ability and judgment. Complete confidentiality of all company information and operations is expected from the Employee, the Employee will be required to sign a Confidentiality & Non-Disclosure Agreement and a Non-compete Covenant at the time of joining as a condition to his/her employment.

2) The Employee shall be required to work for nine (9) hours a day that will include lunch / dinner breaks and five (5) working days a week (i.e. From Monday to Friday). The Employee shall devote his/her whole time and attention to the business of the Company, and shall not participate, be engaged or interested or concerned directly or indirectly in any other business or occupation of any kind or nature whatsoever. Further, the Employees are provided with the opportunity to take eighteen (18) privilege and twelve (12) sick leaves every year. The Company offers following additional leave benefits every year to its employees over and above Privilege and Casual leaves:
   a) five (05) Paternity leaves,
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3) **Non-Compete:** The Employee shall covenants that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:

   1) **Non - Compete:** The Employee shall expressly covenants and agrees that, during the term of his/her employment and for a period of one (1) year thereafter, the Employee shall not either directly or indirectly carry on or assist, engage or be employed with any competitors of the Company (whether as a partner, proprietor, employee, shareholder, director, officer, agent, adviser, consultant, or board member or be associated in any other position so as to derive any financial benefit by virtue of the Employee's association with such competitors of the Company) nor shall the Employee carry out any business which is similar to that of the Company or engage in any activity that conflicts with the Employee's obligation towards the Company.

   2) **Solicit business:** During the term and for a period of at least one (1) year after the term of the Employee's engagement with the Company, the Employee shall not solicit, and influence or attempt to influence any client, customer or another person directly or indirectly to direct

his/its purchase of the Company's products and/or services to himself or any person in competition in business of the Company.

3) **Solicit personnel:** During the term and for a period of at least one (1) year after the term, the employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person who is a competitor of the Company.

4) There shall be a 6-month probation period. During the probation period, the Employee's overall performance and conduct will be evaluated and if found satisfactory in all respects, the Employee's services will be confirmed by a separate letter issued by the Company at its own sole discretion. In the event the Employee's performance and/or conduct are not found satisfactory, the Employee's services will come to an end, at the end of the probation period. During the probation period, the Employee shall be liable to take leaves based on the Company's existing leave policy and the Employee's services can be terminated by either side, by giving a One (1) month written notice during his/her probation period. Post confirmation of the Employment and subject to the designation of the Employee, the services of the Employee can be terminated for convenience by either side, by providing Two (2) months prior written notice to the other party in case the Employee's band is up to that of the Senior manager and if the Employee designation is above the level of a senior manager the applicable notice period would be that of three (3) months. If the Employee is desirous of immediately terminating his/her employment, subject to approval from the HR/ BU head, shall pay to the Company his/her applicable notice period's gross salary in lieu of a waiver for the said period while serving the notice. The Employee shall mandatorily serve his/her notice period should the Company decide to accept or reject the resignation of the Employee. Notwithstanding anything to the contrary, the Company shall reserve the right to reject the Employees request of rescinding his/her resignation. Notwithstanding anything to the contrary the provision in relation to the notice period may be subject to amendments from time to time based on the internal policies of the Company which shall be communicated to the Employee accordingly.

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b) The Performance bonus (hereinafter "PB") shall be paid on an annual / bi-annual basis as per the Employees band and level at which he/she is currently employed and existing performance bonus guidelines. The performance bonus pay-out cycle for Employees eligible to be paid on an annual basis shall be from April to March. Furthermore, the PB assessment cycle for bi annual pay-out for H1 ("Half One") shall be from April to September and for H2 ("Half 2") shall be from October to March. In the event that the employee has exited from the Company or serving his/her notice period as on his/her performance bonus eligibility date i.e. (for H1 30th September & H2 31-March) then he/she shall not be eligible for his/her

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- 2 copies of Photo identity (pan card)
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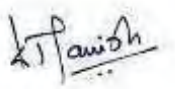
- Offer Letter and last 3 months salary slips in case the employee has prior working experience
- Relieving letters from three (3) employers where the employee had previously worked with (if applicable).

We hope that your association with us will be fruitful and we wish you all the best for your journey at Course Intelligence.

On behalf of Course5 Intelligence Limited



Manish Kotwani
Vice President – Human Resources & Administration

I, **UZMA SHARIF** hereby understand and agree to the terms outlined in this letter of

contract. Date: _____

Signed: _____

Annexure –II

Breakup of Cost to Company [CTC]

Name: UZMA SHARIF
Designation: Junior Analyst

S No	Compensation Breakup	Monthly (INR)	Annually (INR)
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8	Group MediClaim Insurance *(Self & dependants)*	750	9,000
B	**Gross Cost To Company (A+6+7+8)**	**29,166**	**350000**
9	Performance Bonus	-	-
C	**Total Cost To Company (A+B)**	**-**	**350000**

Notes:

a. **Group Mediclaim Cover [GMC]** – Employees are offered GMC plans ranging from coverage amounts of INR 1 Lac to INR 7 Lacs and will cover Self, Spouse, upto 2 kids and dependent parents Premium amount towards the plan of **INR 2 Lakhs** is featuring in the annual CTC break-up basis plan selected
b. Group Accident Cover [GPA] – Over and above GMC, each employee is covered under Group Personal Accident (GPA) plan with coverage entitlement of INR 25 lakhs up to the Level of Manager and INR 50 Lakhs for level Sr Manager and above".
c. Terms & conditions and Organizational policy around Insurance benefits are shared with employees at the renewal stage each year which shall be final and binding to all.
d. Gratuity Payments will be made to an employee per provisions applicable under Payments of Gratuity Act 1972.
e. **Basket of Reimbursements** – Employees will be offered components applicable under basket of reimbursements at the joining stage / start of each financial year for selection. All payments will be made on a monthly basis and only post submission of relevant bills.
f. Performance Bonus payments will be made to an employee basis Organization, Business unit and Individual performance rate achieved during the review period. The payments will be made per the performance bonus guidelines applicable for each Band and Level.
g. All payments will be disbursed to an employee post deduction of applicable Income tax rates in force from time to time.
h. Changes to Compensation & Benefit components, in line with Taxation laws, Labor laws and organizational policies, in force from time to time, shall be applicable and binding to all employees.

Deloitte. Limited

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

: Offer of Employment Dear DEEPAK

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates. In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

Annexure A

Mr. DEEPAK M **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
Only one Post paid mobile, one Land Phone and Maintenance claimed.	*Petrol / Driver / Insurance / Repairs &*	*One internet connection bill(s) can be*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

***2. Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs

with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me

any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: DEEPAK M

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani
Talent
Its: Authorized Signatory

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

	Yes, I do have Post-*Employment* Restrictions re: Clients
X	No, I do not have Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.

- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Name: DEEPAK M

Training Agreement

Dear R:

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training

to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear DEEPALI CHAVAN R

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

Annexure A

Mr. DEEPAK M **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	1a*Communication Expenses*	1b*Fuel Expenses*
Employee Level - Tax Consultant I		
Only one Post paid mobile, one Land Phone and Maintenance claimed.	*Petrol / Driver / Insurance / Repairs &*	*One internet connection bill(s) can be*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

***2. Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs

with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one

business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.
30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: DEEPALI CHAVAN R

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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listed pursuant to Paragraphs 2 and 11 of this Employment Agreement.

Pooja Madnani
Talent

The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and

Its: Authorized Signatory

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.

- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Name: DEEPALI CHAVAN R

Training Agreement

Dear: DEEPALI CHAVAN R

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site

training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
2B3F65B8ECE5489...

By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear FEBA C

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: FEBA C **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	1a*Communication Expenses*	1b*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and Maintenance claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*	*One internet connection bill(s) can be claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

***2. Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs

with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one

business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.
30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: DEEPALI CHAVAN R

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani

Talent

Its: Authorized Signatory

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.

- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Name: FEBA C

Training Agreement

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training

to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear FEBIN JOSE

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: FEBIN JOSE **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	1a Communication Expenses	*1b Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and Maintenance claimed.*	*Petrol / Driver / Insurance / Repairs & One internet connection bill(s) can be*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad **Annexure B**

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

***2. Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for

compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. ***Authorization to Access Systems and Electronic Communications and use of Deloitte Property.*** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in

limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if

such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: FEBIN JOSE

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

	Yes, I do have Post-*Employment* Restrictions re: Clients
X	No, I do not have Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.

- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear FEBIN JOSE

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear GOWTHAM S

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.
In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: GOWTHAM S **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	1a*Communication Expenses*	1b*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and Maintenance claimed.*	*Petrol / Driver / Insurance / Repairs & One internet connection bill(s) can be*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs

with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one

business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: GOWTHAM S

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

	Yes, I do have Post-*Employment* Restrictions re: Clients
X	No, I do not have Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.

- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear GOWTHAM S

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Deloitte. **Limited**

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear ANKITA SRIVASTAVA

On behalf of **Deloitte Tax**

Services India Private Limited (the

''Employer'' or ''Company''), I am pleased

to confirm our offer of employment to

you as **Tax**

Consultant I based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

Annexure A

Name: ANKITA SRIVASTAVA **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

1
All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be	*Petrol / Driver / Insurance / Repairs & Maintenance claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business

and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations*; *Personal Creations*.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*

without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof

that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: ANKITA SRIVASTAVA

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's

employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel

- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear ANKITA SRIVASTAVA

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site

training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

By: _____

Signature

Authorized Signatory

Deloitte. **Limited**

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear BHUVANESWARI S

On behalf of **Deloitte Tax**

Services India Private Limited (the

''Employer'' or ''Company''), I am pleased

to confirm our offer of employment to

you as **Tax**

Consultant I based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

Annexure A

Name: BHUVANESWARI S **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

1
All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be	*Petrol / Driver / Insurance / Repairs & Maintenance claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business

and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations*; *Personal Creations*.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*

without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof

that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: K HARSHAKUMARI ALLUR

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's

employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel

- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear BHUVANESWARI S

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site

training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

By: _____

Signature

Authorized Signatory

Deloitte. **Limited**

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear CHAITHRA N

On behalf of **Deloitte Tax**

Services India Private Limited (the

''Employer'' or ''Company''), I am pleased

to confirm our offer of employment to

you as **Tax**

Consultant I based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

Annexure A

Name: CHAITHRA N **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1
All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be	*Petrol / Driver / Insurance / Repairs & Maintenance claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business

and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations*; *Personal Creations*.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*

without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof

that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: K HARSHAKUMARI ALLUR

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's

employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel

- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear K HARSHAKUMARI ALLUR

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site

training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear HAMAZ JAWAD

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: HAMAZ JAWAD **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	1a*Communication Expenses*	1b*Fuel Expenses*
Employee Level - Tax Consultant I	*Only one Post paid mobile, one Land Phone and Maintenance claimed.*	*Petrol / Driver / Insurance / Repairs & Maintenance*	*One internet connection bill(s) can be claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. **Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. ***Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. **Reporting of *Proceedings.*** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. **Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. **Competing Activities and Conflict of Interest**. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. ***Authorization to Access Systems and Electronic Communications and use of Deloitte Property.*** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs

with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one

business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: GOWTHAM S

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.07.17 09:32:22 -07:00

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani

Talent

Its: Authorized Signatory

Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.07.17 09:32:22 -07:00

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are described and explained in sufficient detail

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.07.17 09:32:22 -07:00

A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.

- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear HAMAZ JAWAD

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear HARINATH N

On behalf of **Deloitte Tax**

Services India Private Limited (the

''Employer'' or ''Company''), I am pleased

to confirm our offer of employment to you

as **Tax**

Consultant I based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: HARINATH N **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

1 All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and Maintenance claimed.	*Petrol / Driver / Insurance / Repairs & One internet connection bill(s) can be*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Hyderabad

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that: **PRELIMINARY MATTERS**

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

***2. Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. *Security.* I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs

with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. *Pre-existing Creations*; *Personal Creations*. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one

business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: HARINATH N

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

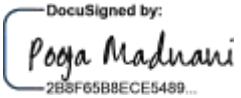
Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited



Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.

- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear HARINATH N

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear HARINATH N

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: HARINATH N **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

1
All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.	*Petrol / Driver / Insurance / Repairs & Maintenance*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business

and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations*; *Personal Creations*.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*

without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof

that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: HARINATH N

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's

employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel

- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Jul 17, 2023

Training Agreement

Dear HARINATH N

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Deloitte. **Limited**

Deloitte Tax Services India Private

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga

Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear IMMANNI HRUTVIK

On behalf of **Deloitte Tax**

Services India Private Limited (the

''Employer'' or ''Company''), I am pleased

to confirm our offer of employment to

you as **Tax**

Consultant I based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: IMMANNI HRUTVIK **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

1
All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be	*Petrol / Driver / Insurance / Repairs & Maintenance claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

***2. Pre-existing Agreements or Arrangements*.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business

and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*

without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof

that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: HARINATH N

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's

employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel

- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear IMMANNI HRUTVIK

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site

training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,
For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

Deloitte. Limited

Deloitte Tax Services India Private Limited

Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India

Tel: +91 040 67621000 www.deloitte.com

Subject: Offer of Employment

Dear K HARSHAKUMARI ALLUR

On behalf of **Deloitte Tax Services India Private Limited** (the ''Employer'' or ''Company''), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 13, 2019**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 3,82,500/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for fulltime employment on **November 13, 2019**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **November 13, 2019**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement

between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. – 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

R, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Annexure A

Name: K HARSHAKUMARI ALLUR **Tax Consultant I -**

Description	**Monthly** (Rs. per month)	**Annual** (Rs. per Annum)
Basic Pay	**11147**	**1,33764**
House Rent Allowance (HRA)	**5,573**	**66,876**
Special Allowance1a & 1b	**7,562**	**90,744**
Leave Travel Allowance2	**1,116**	**13,392**
Differential Allowance	**3,934**	**44,832**
Meal Card3	**1,403**	**16,836**
Employer's contribution to PF	**1,338**	**16,056**
Total Salary (in Rs.)	**31,875**	**38,2500**
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	**3,014**	**36,167**

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time. All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

1
All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level - Tax Consultant I	*1a Communication Expenses*	*1b Fuel Expenses*
	Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be	*Petrol / Driver / Insurance / Repairs & Maintenance claimed.*
	Rs./₹ 3,000/- per month	**Rs./₹ 7,500/-** per month

1a The internet/telephone/mobile bills should be in the Employee's name.

1b For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

2 The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

3 Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

4 Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

Deloitte.

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District,CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I -** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. *Pre-existing Agreements or Arrangements*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of *Proceedings.* Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity.*

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. *Authorization to Access Systems and Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a*Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business

and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the*Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. ***Security.*** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of *Works*.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. ***Pre-existing Creations*; *Personal Creations*.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B,** and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*

without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre- existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post- *Employment* Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post- *Employment* Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3**)** years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated;(b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.

16. Post- *Employment* Restrictions re: *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- *EMPLOYMENT* OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- *Employment* Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15**,** to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

2 2 . Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof

that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post- Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
2B8F65B8ECE5489...

Pooja Madnani
Talent

Authorized Signatory

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Name: K HARSHAKUMARI ALLUR

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a*Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information *(PII)* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the*Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity.*

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*. **EXHIBIT B**

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the*Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing*

Creations, *Pre-existing Agreements or Arrangements*

X No, I do not have *Pre-existing Creations*, *Pre-existing Agreements or Arrangements*

Title	**Date**	**Brief Description**

CCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

Pooja Madnani

Talent

listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that Pre-existing *Creations*, if any, are

An *Authorized Signatory's* signature is required only if Pre - existing Creations or *Pre - existing Agre ements* or *Arrangements* are so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual *Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name:

EXHIBIT D

Exceptions to Post-*Employment* Restrictions: re: Clients

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-*Employment* Restrictions re: Clients

X No, I do not have
Post-*Employment* Restrictions re: Clients

Name of Client	Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

_____

Deloitte Tax Services India Private Limited

DocuSigned by:
Pooja Madnani
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A n *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's

employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

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2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

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3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel

- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **November 13, 2019**, I accept all the terms and conditions of the Employer as stipulated in these Terms and

Deloitte.

Training Agreement

Dear K HARSHAKUMARI ALLUR

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **November 13, 2019**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site

training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed. We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:
Pooja Madnani
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By: _____

Signature

Authorized Signatory

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

THANUJA S,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2019** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to

transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:
(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and
(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.
In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration

and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee;
ii. change the destination or duties as the Company deems appropriate;
iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;
iv. exclude the Employee from the premises of the Company; and/or
v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount

of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably

delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal and for emergency purposes. Further, in the course of the Employee's appointment and

employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company.

Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company;

iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, anti-piracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the

complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:
Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in
To the Employee: To the address and email available in Company records and as submitted by the Employee.
All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **Heena Kausar**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	30,000 / year
Employer PF Contribution	21,600/ year
Total CTC	4,51,600 /year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software;
ee. verbal or physical abuse of employees of the Company or its clients;
ff. willful damage to property belonging to Company or its clients;
gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);
ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;
mm. unauthorised use or sale of alcohol or drugs on Company property;
nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **THANUJA S**
Signature:
Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave.
vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

Dear **ANKITA ANJANA LAKRA,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500,000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on deepa.sharma@empower.com**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **ANKUSH A,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500,000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on deepa.sharma@empower.com**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **APARNA PRIYA M,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500,000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on deepa.sharma@empower.com**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **ASCENSIA J,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **BHAGYA SHREE K,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

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Signature:

Dear **FARHAAN JAVEED,**

Congratulations!!

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

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Name of the College/Institute:

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Signature:

Dear **GANANA S,**

Congratulations!!

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

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Name of the College/Institute:

Date:

Signature:

Dear **GOWRI RAVINDRAN,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **JAYASREE K,**

Congratulations!!

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **JONATHAN SMUEL ROBERT,**

Congratulations!!

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **MERLYN R,**

Congratulations!!

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **MONISHA R,**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

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Signature:

Dear **MUDASSIR,**

Congratulations!!

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **MUHAMMED SHAHEEN,**

Congratulations!!

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Authorized Signatory

Name:

Name of the College/Institute:

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Signature:

Dear **P R SIRISH,**

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Authorized Signatory

Name:

Name of the College/Institute:

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Signature:

Dear **P REVANTH REDDY,**

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Name of the College/Institute:

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Dear **PRIYANKA E**

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Sincerely,

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Authorized Signatory

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Signature:

Dear **PRIYTA DHARSHINI H**

Congratulations!!

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Sincerely,

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Authorized Signatory

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Signature:

Dear **RAJESH H M**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

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Signature:

Dear **S SUBODH**

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Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **S THARUN GANESH**

Congratulations!!

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We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

Dear **SHWETHA H S**

Congratulations!!

Thank you for your participation in the '**Campus Recruitment Program'**. We are happy of your selection and pleased to offer you an opportunity to join us for the position of **Associate Developer Software** at Great West Global Business Services India Pvt. Ltd ("Great West Global" or "Company"). Your place of work would be Bangalore and the same is subject to change based on the business requirements

Your annual Total Fixed Pay would amount to **INR 500,000** INR. Your bonus reward opportunity will be 8% of your earned Total Fixed Pay. Annual Bonus Program awards are contingent on a variety of factors including individual and Company performance and will be determined by the Company in its sole discretion.

Your employment with Great West Global is contingent upon successful completion of the following conditions:

A) The Company shall conduct background checks which may include your work history, education details, criminal history, and other information as required by company policy, client requirements and applicable laws as per normal process and procedures.
B) You are required to complete your current academic course with an aggregate of 50% in the first attempt in the current academic year with no backlogs

Subject to satisfactory completion of the above conditions and at the sole discretion of the Company, you will be formally offered to join Great West Global Business Services India Pvt. Ltd.

Our formal Offer letter for Employment will be handed over to you on or prior to the date of joining. Kindly accept this offer, by signing in the space provided below and return it to us as token of your acceptance. In case of any queries please feel free to contact **Ms. Deepa Sharma on deepa.sharma@empower.com**

We once again like to congratulate you on your selection and welcome you to Great West Global Business Services India Pvt. Ltd. Family. We look forward to a long and mutually rewarding association.

Sincerely,

For Great West Global Business Services India Pvt. Ltd.

Authorized Signatory

Name:

Name of the College/Institute:

Date:

Signature:

PRIVATE AND CONFIDENTIAL

Dear AISHWARYA GOWDA V

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

1.1 You shall be appointed to the position of **Graduate Trainee Engineer.**

1.2 As an employee of the Organisation, your Gross Annual Compensation (Cost to Company) will be **Rs. 5,00,000/-** (Rupees Five Lac Fifty Thousand Only).

1.3 Your Gross Annual Compensation will include a performance-linked variable of **11.11%** subject to achievement of pre-defined targets.

1.4 All terms and conditions of your employment, including the code of conduct, will be in accordance with the Company's policies and procedures and the Employment Agreement.

1.5 The Trainee Program will be for a period of **1 year** from your date of joining.

1.6 Your employment will also be dependent upon completion of your Graduation / Post Graduation as per the training programme.

1.7 Your employment with the Company is subject to:

(a) The accuracy of the testimonials and information provided by you; and,

(b) You being free from any contractual restrictions preventing you from accepting this offer and will return receipt of acceptance of this offer within 5 workings days.

1.8 At any time, the contract may be terminated by either party by giving 90 days' notice in writing. Go Digit General Insurance reserves the right to payment of salary in lieu of the notice period.

1.9 On the day of your joining kindly bring photocopies of your certificates (all education qualifications, address proof, Pan card copy, ID proof, all previous employers' certificates, Form 16, Last employer's salary slip of last 3 months, relieving Letter from last employer), along with four passport size photographs.

This offer is being issued subject to successful verification of all your documents submitted. As a token of your acceptance of our offer and the terms of this letter, please sign in the space provided below and return the same to us. We are excited at the prospect of having you join us and look forward to a rewarding association.

Annexure A

Compensation Entitlement Sheet

	Monthly	**Annual**
Basic Salary	11667	140000
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Education Allowance	200	2400
LTA	972	11662
Statutory Bonus	972	11662
Special Allowance	12495	149942
Gross Salary	**30972**	**371666**
Employer Contributions		
EPF	1800	21600
ESI	0	0
Gratuity	561	6734
Fixed Compensation	**33333**	**400000**
Variable Pay		**100000**
Annual Cost to Company		**500000**

Deductions:

EPF	1800	21600
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PT Deduction	200	2500
Net Pay	**28972**	**347566**

*TDS deduction is subject to taxable income.

** Variable pay shall be paid depending upon the performance of the employee and as per the company policies. Employee can earn up to 200% of the variable pay. Employee who has resigned or is serving his/her notice period, as on the date of payment, will not be eligible for payment of variable pay.

*** Eligibility for increment shall be depending upon the performance of the employee and as per company policies. Employee who has resigned or is serving his/her notice period will not be eligible for increment.

Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Dear NIDHI SINGH

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Dear PALLAVI MR

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Dear PINKY KUSHWAHA

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Dear POOJA BEKAL

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Dear ROFIKA SULTANA

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Dear RONY AUGUSTINE

Subsequent to your meetings with Go Digit General Insurance Limited, we are pleased to make an offer of employment on the following terms and conditions:

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Sincerely,
For Go Digit General Insurance Limited

Amrit Jaidka Arora
CHRO

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223734 Applicant ID - 4973934

20-Apr-2019

Dear KALYAN KUMAR C

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear KALYAN KUMAR C

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. -

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

Reference No. -

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav$_{RLocation:}$e$_{ea}$r$_{s}$e$_{o}$a$_{n:}$d $_{OMumbai}$a$_{ffe}$ll$_{r}$ t$_{L}$h$_{et}$e $_{ter}$terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Reference No. -

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : KALYAN KUMAR C
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000

Reference No. -

Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600

Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH

Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223723 Applicant ID - 4973962

November 13, 2019

Dear KAVANA H M

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear KAVANA H M

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show

cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

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Regd. Office : ICICI Bank Tower,
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Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name KAVANA H M
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000

Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

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PRIVATE AND CONFIDENTIAL

Reference No. - 1384223742 Applicant ID - 4973948

November 13, 2019
Dear LADGE RISHAB SANJAY

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear LADGE RISHAB SANJAY

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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Mumbai 400 051, India.

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Regd. Office : ICICI Bank Tower,
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- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also

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- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

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- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)

2) Work Experience Document

   a. Resignation accepted letter from current organization

   b. Relieving letter from two previous employers or companies worked in last five years whichever is higher

3) Passport size Photograph (against Red background)

4) Address proof (Passport/Voter id/Ration card)

5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name LADGE RISHAB SANJAY
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223719 Applicant ID - 4973563

November 13, 2019
Dear LAKSHMAN N

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear LAKSHMAN N

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant

Reference No. - 1384223733

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

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ICICI Bank Towers
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Regd. Office : ICICI Bank Tower,
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- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name LAKSHMAN N
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223799 Applicant ID - 4973982

November 13, 2019
Dear MAMTHA N

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear MAMTHA N

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
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Old Padra Road,
Vadodara 390 007, India.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also

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you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

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- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement

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Old Padra Road,
Vadodara 390 007, India.

Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)

2) Work Experience Document

   a. Resignation accepted letter from current organization

   b. Relieving letter from two previous employers or companies worked in last five years whichever is higher

3) Passport size Photograph (against Red background)

4) Address proof (Passport/Voter id/Ration card)

5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name MAMTHA N
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223632 Applicant ID - 49739852

November 13, 2019
Dear MANOJ P

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019
Dear MANOJ P

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also

you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Reference No. - 1384223733

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse

and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)

2) Work Experience Document

   a. Resignation accepted letter from current organization

   b. Relieving letter from two previous employers or companies worked in last five years whichever is higher

3) Passport size Photograph (against Red background)

4) Address proof (Passport/Voter id/Ration card)

5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name MANOJ P
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223566 Applicant ID - 49739324

November 13, 2019
Dear MOHAMMAD GHYAS A

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear MOHAMMAD GHYAS A

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details

of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

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- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
November 13, 2019
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

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Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

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    a. Resignation accepted letter from current organization
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4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name MOHAMMAD GHYAS A
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
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Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

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*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223420 Applicant ID - 49739021

November 13, 2019

Dear MOHAMMED DANISH SHOAIB

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear MOHAMMED DANISH SHOAIB

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before 20-Apr-2022.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show

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cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse

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and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name MOHAMMED DANISH SHOAIB
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		

Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223522 Applicant ID - 49739006

November 13, 2019

Dear MOHAMMED FAHIM V T

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear MOHAMMED FAHIM V T

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

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The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also

you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

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If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:
2022.04.20 21:41:58 +05:30

I hav RLocation: ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

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Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

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URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name MOHAMMED FAHIM V T
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		

Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
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#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223225 Applicant ID - 49739978

November 13, 2019
Dear N SWETHA

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear N SWETHA

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

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Commencement/Term:

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- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

  After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

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- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

Digitally signed by ARJUN YOGESHBHAI PAREKH Date:
2022.04.20 21:41:58 +05:30

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement

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Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)

2) Work Experience Document

   a. Resignation accepted letter from current organization

   b. Relieving letter from two previous employers or companies worked in last five years whichever is higher

3) Passport size Photograph (against Red background)

4) Address proof (Passport/Voter id/Ration card)

5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name N SWETHA
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

Date: November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223587 Applicant ID - 49739638

November 13, 2019
Dear NAGARAJ GOUDA

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019
Dear NAGARAJ GOUDA

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

ICICI Bank Limited
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Bandra-Kurla Complex
Mumbai 400 051, India.

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CIN.: L65190GJ1994PLC021012

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- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show

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cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

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General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Reference No. - 1384223733

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

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- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name NAGARAJ GOUDA
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**

Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

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PRIVATE AND CONFIDENTIAL

Reference No. - 13842237258 Applicant ID - 49739617

November 13, 2019

Dear NAYANA M S

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear NAYANA M S

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details

of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement
  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

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Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

ICICI Bank Limited
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Regd. Office : ICICI Bank Tower,
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- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name NAYANA M S
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596

Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223986 Applicant ID - 49739498

November 13, 2019
Dear NIKHIL K

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear NIKHIL K

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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CIN.: L65190GJ1994PLC021012

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- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

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- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav RLocation: e ea r s e o a n: d OMumbai a ffe ll r t L h et e ter terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions

of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves

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including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document
    a. Resignation accepted letter from current organization
    b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)

4) Address proof (Passport/Voter id/Ration card)

5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name NIKHIL K
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance

*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223222 Applicant ID - 49739689

November 13, 2019
Dear PADMA P

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

November 13, 2019

Dear PADMA P

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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Vadodara 390 007, India.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet

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- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

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a) Any breach of the conditions mentioned in this letter on your part
b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

d) Suppression of any material information by you.

e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

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- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

I hav$_{RLocation:}$e$_{ea}$r$_{s}$e$_{o}$a$_{n:}$d $_{OMumbai}$a$_{ffe}$ll$_{r}$ t$_{L}$h$_{et}$e $_{ter}$terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant
:5:

Annexure:

Remuneration:

- Your Base Salary will be Rs. 84,000/- (Rupees Eighty Four Thousand only) per annum.

- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand only) per annum. Supplementary allowance will include – Conveyance / Travel Allowance, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.

- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/- (Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under "Employee Benefit Policies" available on the Bank's intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use "forgot password "option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
2) Work Experience Document

a. Resignation accepted letter from current organization

b. Relieving letter from two previous employers or companies worked in last five years whichever is higher

3) Passport size Photograph (against Red background)

4) Address proof (Passport/Voter id/Ration card)

5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name PADMA P
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000

Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223996 Applicant ID - 4973248

November 13, 2019

Dear PAVANA B V

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Dear PAVANA B V

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.
The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.

- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

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- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.

- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.

- **Termination of Employment:** Your services with the Bank are liable to be terminated:

- Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of

  a) Any breach of the conditions mentioned in this letter on your part
  b) You not successfully completing the degree programme within the stipulated timeline during the current academic year and non-submission of your certificate and mark sheet within 3 months of result announcement

  c) Any incorrect information furnished by you like:

- Mismatch in your previous employment data even for a day
- Mismatch in your previous pay slip
- Fake qualification certificates etc; and

  d) Suppression of any material information by you.

  e) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

General:

- Your appointment and continuation in employment are subject to reference checks, successful completion of your course during the current academic year and submission of your certificate and mark sheet within 3 months of joining.

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- You will be bound by the Rules and Regulations of the Bank.

- You will keep us informed of any change in your residential address.

- Your acceptance is taken as your understanding that the role in ICICI Bank may involve sales. You may be required to travel extensively as per the requirement of your job/role or as may be needed for the exigencies of the Bank. Also, that you further understand that your services in the Bank are transferrable in any location and profile including sales, across geographies as per organization requirements.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

Arjun Parekh
ZONAL RECRUITMENT HEAD

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Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

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2) Work Experience Document

a. Resignation accepted letter from current organization

b. Relieving letter from two previous employers or companies worked in last five years whichever is higher

3) Passport size Photograph (against Red background)

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5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name PAVANA B V
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**
Performance Linked Retention Pay #	2,250	27,000

Total CTC	**28,183**	**3,38,196**

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#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019
Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

PRIVATE AND CONFIDENTIAL

Reference No. - 1384223523 Applicant ID - 49734200

November 13, 2019

Dear PRASHANTH KUMAR M

We take great pleasure in extending an offer to you for being a

part of ICICI Bank.

Please find enclosed the job offer letter. Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:
E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

PRIVATE AND CONFIDENTIAL

Dear PRASHANTH KUMAR M

We are pleased to make you an offer of appointment as Assistant Manager in ICICI Bank. You will be placed in Branch Banking Dept at BENGALURU - ULSOOR_BR.

Kindly note, that the offer of appointment is subject to you having fulfilled the requirements of successful completion of the degree programme within the timeline- which is the basic requirement of your eligibility. In an event, where the laid out requirements are not met within the stipulated timeline, this offer shall be withdrawn, cancelled and stand revoked which please take a note of. The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- You shall be required to join the Bank on or before **November 13, 2019**.
- You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

a) Professional Ethics & Confidentiality: While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

b) IT Security Practice & Procedures: While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

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After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

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- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.

- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet

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General:

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Yours sincerely,

Arjun Parekh
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Signature of Applicant
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Annexure:

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Supplementary Allowances:

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- You will be eligible for HRA of Rs. 42,000/- (Rupees Forty Two Thousand only) per annum.

- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 12,600/- (Rupees Twelve Thousand Six Hundred only) per annum.

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Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.

- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password**.**

Following documents (xerox copies) are required to be uploaded:

1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)

2) Work Experience Document
   a. Resignation accepted letter from current organization
   b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
3) Passport size Photograph (against Red background)
4) Address proof (Passport/Voter id/Ration card)
5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name PRASHANTH KUMAR M
Position: Assistant Manager
Group: RETAIL BANKING GROUP

	Assistant Manager	
	Monthly	Annual
Basic	7000	84,000
HRA	3,500	42,000
Supplementary Allowance *	12,000	1,44,000
Superannuation Allowance **	1050.00	12,600
Total	**23,550**	**2,82,600**
Retirals		
Retirals (PF, Gratuity) ***	2,383	28,596
Total Fixed CTC	**25,933**	**3,11,196**

Performance Linked Retention Pay #	2,250	27,000
Total CTC	**28,183**	**3,38,196**

* Supplementary allowance will include Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy
#Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.

November 13, 2019

Digitally signed by ARJUN YOGESHBHAI PAREKH
Reason: Offer Letter
Location: Mumbai

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: SILPA BABU THADATHIL

Dear SILPA BABU THADATHIL,

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: SILPA BABU THADATHIL

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

The contract is agreed from the 3rd of June 2019 to the end of the Academic year for a maximum of 11 months whichever is earlier. This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

The company reserves the complete right to change clients or renew the agreement with the client. You are not to engage in any form of negotiation regarding remuneration or services directly with the Client. You are required to find an accommodation closer to the work location so that there is no issue with transport and timings.

Signature of the Consultant:

You can terminate the contract by giving a two months' notice period.

Remuneration:

You will be provided a payment of **Rs. 20,000 in words "Twenty Thousand Rupees Only"** per Month for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

You need to complete the "School Inclusion Facilitator Training" in 10 weeks of joining the company and until then as a trainee you will be receiving a remuneration of Rs. 18,000 in words "Eighteen Thousand Rupees Only". On successful completion of the same you will be eligible for Rs 2000/- hike and receive payment of Rs. 20,000/- from the following month onwards.

Insighte Childcare Private Limited

Signature of the Consultant:

Failure to complete the training within 10 weeks, your designation will be demoted to trainee, and until you complete training you will be paid a remuneration of Rs 15000. Other Terms and Conditions

As it is a contract position you acknowledge that you will not be eligible for EPF, PF, ESI any other benefits or medical insurance. The company provides comprehensive medical insurance for those who complete one year of service with the company.

A 10% TDS will be deducted on your monthly payout and filed against your PAN as per Government guidelines, which you can claim as a refund or adjust towards your income tax when you file the same.

You are required to submit proof of attendance on the company provided software. You are required to attend the meetings and training scheduled by the company without fail. Company is entitled to make deductions as per the Payment Policy.

You acknowledge you will not be eligible for any other travel allowance, HRA or any other

Terms of Engagement

You are required to report to the admin team on the day school/client is not working.

emoluments.

Insighte reserves the right to allot you clients in school and home care during 8 am to 6 pm. Monday to Friday.

Any other engagement, job or business you choose to do should be with the permission of Insighte and not interfering with the client hours of Insighte.

You will be provided additional remuneration for any other client that is allotted to you in addition to this.

Signature of the Consultant:

You are required to apply your professional and educational expertise in working with the children assigned by the company.

You are required to come prepared for your sessions on time and prepared with learning materials and activities for the sessions.

Kindly note that this is a provisional offer and not an offer for employment, your contract is subject to completion of on-boarding process, execution of consultant agreement and starting your work with client.

Instructions to complete the on-boarding process:

1. Attach true copies of proof of current address and Permanent address such as rental agreement or permission of owner along with an affidavit with signed copy of Offer Letter as a reply to this mail.
2. Attach true copies of academic records and work experience certificates.
3. Sign the Consultant Agreement and refer Handbook for any queries.
4. Sign the Child Protection Policy.
5. Reach out to the Insighte Onboarding Manager Maitri on +91 9860984149 (between 10 AM to 7 PM) or hr@insighte.in to finish the remaining process. Kindly carry the signed hardcopy of all your documents and submit the same to the office within two days.

Acceptance of Offer and Signature:

Having read through and understood the offer as detailed above including the terms and condition, I accept the offer in principle, and affix my signature below in acceptance.

Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: SINDHUJA R

Dear SINDHUJA R

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: SINDHUJA R

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

The contract is agreed from the 3rd of June 2019 to the end of the Academic year for a maximum of 11 months whichever is earlier. This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

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Insighte Childcare Private Limited

Signature of the Consultant:

You can terminate the contract by giving a two months' notice period.

Remuneration:

You will be provided a payment of **Rs. 20,000 in words "Twenty Thousand Rupees Only"** per Month for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

You need to complete the "School Inclusion Facilitator Training" in 10 weeks of joining the company and until then as a trainee you will be receiving a remuneration of Rs. 18,000 in words "Eighteen Thousand Rupees Only". On successful completion of the same you will be eligible for Rs 2000/- hike and receive payment of Rs. 20,000/- from the following month onwards.

Insighte Childcare Private Limited

Signature of the Consultant:

Failure to complete the training within 10 weeks, your designation will be demoted to trainee, and until you complete training you will be paid a remuneration of Rs 15000. Other Terms and Conditions

As it is a contract position you acknowledge that you will not be eligible for EPF, PF, ESI any other benefits or medical insurance. The company provides comprehensive medical insurance for those who complete one year of service with the company.

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You will be provided additional remuneration for any other client that is allotted to you in addition to this.

Signature of the Consultant:

You are required to apply your professional and educational expertise in working with the children assigned by the company.

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5. Reach out to the Insighte Onboarding Manager Maitri on +91 9860984149 (between 10 AM to 7 PM) or hr@insighte.in to finish the remaining process. Kindly carry the signed hardcopy of all your documents and submit the same to the office within two days.

Acceptance of Offer and Signature:

Having read through and understood the offer as detailed above including the terms and condition, I accept the offer in principle, and affix my signature below in acceptance.

Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: SONA KINAN

Dear SONA KINANCongratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: SONA KINAN

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

Contract Start Date: June 12th 2019

The contract is agreed from the 3rd of June 2019 to the end of the Academic year for a maximum of 11 months whichever is earlier. This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

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You can terminate the contract by giving a two months' notice period.

Insighte Childcare Private Limited

Signature of the Consultant:

Remuneration:

You will be provided a payment of **Rs. 20,000 in words "Twenty Thousand Rupees Only"** per Month for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

You need to complete the "School Inclusion Facilitator Training" in 10 weeks of joining the company and until then as a trainee you will be receiving a remuneration of Rs. 18,000 in words "Eighteen Thousand Rupees Only". On successful completion of the same you will be eligible for Rs 2000/- hike and receive payment of Rs. 20,000/- from the following month onwards.

Insighte Childcare Private Limited

Signature of the Consultant:

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Other Terms and Conditions

As it is a contract position you acknowledge that you will not be eligible for EPF, PF, ESI any other benefits or medical insurance. The company provides comprehensive medical insurance for those who complete one year of service with the company.

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Terms of Engagement

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Insighte Childcare Private Limited

Signature of the Consultant:

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Acceptance of Offer and Signature:

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Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: SURABHI KHAITAN

Dear SURABHI KHAITAN

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: SURABHI KHAITAN

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

The contract is agreed from the 3rd of June 2019 to the end of the Academic year for a maximum of 11 months whichever is earlier. This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

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Insighte Childcare Private Limited

Signature of the Consultant:

You can terminate the contract by giving a two months' notice period.

Remuneration:

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Insighte Childcare Private Limited

Signature of the Consultant:

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Terms of Engagement

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emoluments.

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Signature of the Consultant:

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Acceptance of Offer and Signature:

Having read through and understood the offer as detailed above including the terms and condition, I accept the offer in principle, and affix my signature below in acceptance.

Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: SUSMITHA. M

Dear SUSMITHA. M

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: SUSMITHA. M

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

The contract is agreed from the 3rd of June 2019 to the end of the Academic year for a maximum of 11 months whichever is earlier. This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

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insighte

Insighte Childcare Private Limited

Signature of the Consultant:

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Signature of the Consultant:

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Terms of Engagement

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Acceptance of Offer and Signature:

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Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: SWATHI.P.S

Dear SWATHI.P.S

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

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Candidate Name: SWATHI.P.S

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

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Signature of the Consultant:

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3. Sign the Consultant Agreement and refer Handbook for any queries.
4. Sign the Child Protection Policy.
5. Reach out to the Insighte Onboarding Manager Maitri on +91 9860984149 (between 10 AM to 7 PM) or hr@insighte.in to finish the remaining process. Kindly carry the signed hardcopy of all your documents and submit the same to the office within two days.

Acceptance of Offer and Signature:

Having read through and understood the offer as detailed above including the terms and condition, I accept the offer in principle, and affix my signature below in acceptance.

Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: TALLURI KEERTHANA RAJ

Dear TALLURI KEERTHANA RAJ

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: TALLURI KEERTHANA RAJ

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

The contract is agreed from the 3rd of June 2019 to the end of the Academic year for a maximum of 11 months whichever is earlier. This contract can be renewed by the company in consultation with you after the period. By consenting to take up any other client during the period you consent to extend the agreement as per that client requirements.

The company reserves the complete right to change clients or renew the agreement with the

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

client. You are not to engage in any form of negotiation regarding remuneration or services directly with the Client. You are required to find an accommodation closer to the work location so that there is no issue with transport and timings.

You can terminate the contract by giving a two months' notice period.

Remuneration:

You will be provided a payment of **Rs. 20,000 in words "Twenty Thousand Rupees Only"** per Month for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

You need to complete the "School Inclusion Facilitator Training" in 10 weeks of joining the company and until then as a trainee you will be receiving a remuneration of Rs. 18,000 in words "Eighteen Thousand Rupees Only". On successful completion of the same you will be eligible for Rs 2000/- hike and receive payment of Rs. 20,000/- from the following month onwards.

Signature of the Consultant:

Failure to complete the training within 10 weeks, your designation will be demoted to trainee, and until you complete training you will be paid a remuneration of Rs 15000. Other Terms and Conditions

As it is a contract position you acknowledge that you will not be eligible for EPF, PF, ESI any other benefits or medical insurance. The company provides comprehensive medical insurance for those who complete one year of service with the company.

A 10% TDS will be deducted on your monthly payout and filed against your PAN as per Government guidelines, which you can claim as a refund or adjust towards your income tax when you file the same.

You are required to submit proof of attendance on the company provided software. You are required to attend the meetings and training scheduled by the company without fail. Company is entitled to make deductions as per the Payment Policy.

You acknowledge you will not be eligible for any other travel allowance, HRA or any other emoluments.

Terms of Engagement

You are required to report to the admin team on the day school/client is not working.

Insighte reserves the right to allot you clients in school and home care during 8 am to 6 pm. Monday to Friday.

Any other engagement, job or business you choose to do should be with the permission of Insighte and not interfering with the client hours of Insighte.

You will be provided additional remuneration for any other client that is allotted to you in addition to this.

Signature of the Consultant:

You are required to apply your professional and educational expertise in working with the children assigned by the company.

You are required to come prepared for your sessions on time and prepared with learning materials and activities for the sessions.

Kindly note that this is a provisional offer and not an offer for employment, your contract is subject to completion of on-boarding process, execution of consultant agreement and starting your work with client.

Instructions to complete the on-boarding process:

1. Attach true copies of proof of current address and Permanent address such as rental agreement or permission of owner along with an affidavit with signed copy of Offer Letter as a reply to this mail.
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Name:

Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: TINMONY M SANGMA

Dear TINMONY M SANGMA

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

In this role you will be facilitating inclusion of Neurodiverse children. You would be working with the minor children assigned by Insighte either at their school or in home settings.

Candidate Name: TINMONY M SANGMA

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

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insighte

Insighte Childcare Private Limited

Signature of the Consultant:

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You will be provided a payment of **Rs. 20,000 in words "Twenty Thousand Rupees Only"** per Month for your work hours from 8 am to 6 pm and attending mandatory meetings and trainings as arranged by the Organization for your professional development.

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Place:

Date:

Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Consultant Offer Letter - Insighte Childcare Private Limited

Name: TSEPAL DOLKAR YONGDA

Dear TSEPAL DOLKAR YONGDA

Congratulations!!

You are selected as a **"Assistant Psychologist - School Inclusion".**

We welcome you to join the Insighte Childcare Private Limited hereinafter referred to as "Company" which has been serving over 30+ schools and 1000+ children in creating a more neuro affirmative and inclusive world for Children. Insighte Childcare Private Limited is a holistic child mental healthcare provider where we help families, schools, corporates to build a mental health ecosystem for children.

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Candidate Name: TSEPAL DOLKAR YONGDA

Work Timings: 08:00am- 12:30pm

Work Location: Siddhanta Intellectual School, Gattahalli, Bangalore

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Signature of the consultant:

Company Representative: Navya Bachanna, Hiring Manager, Insighte Childcare

Insighte Childcare Private Limited

Signature of the Consultant:

insighte

Insighte Childcare Private Limited

Signature of the Consultant:

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ABINAY RANA,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019**in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

You shall report to Intech Additive Solutions Pvt. Ltd. **on Thursday, 28 February 2019, at 9.30 am**.

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ABY JOHN BISWAS,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear AHALLIYA V P,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019** our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
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Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear AJITH KUMAR,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Best regards,

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Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear AKASH N,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Friday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

You shall report to Intech Additive Solutions Pvt. Ltd. **on 1 February 2019, at 9.30 am**.

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Best regards,

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Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ALHAAN KHAN,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear AMAN MAURYA,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019**in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ANIRUDH PATNAIK,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ARQUM,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ARUNAV NAIR,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Thursday, 28 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

You shall report to Intech Additive Solutions Pvt. Ltd. **on Thursday, 28 February 2019**, **at 9.30 am**.

Your stipend will be **INR 15,000/- (Indian Rupees Fifteen Thousand only) per month** for the internship duration, subject to the deduction of withholding taxes and statutory levies under applicable law towards your services.

Please confirm your acceptance of our internship offer via email as soon as possible.

You will be required to produce the following documents at the time of joining - Aadhar Card, PAN Card, and Bank details (Soft copy of cheque or 1st page of passbook).

During the internship period with us,

- Please follow instructions from your supervisors diligently and earnestly about your work.
- The company's rules and regulations will govern you.
- Confidentiality: You must maintain confidentiality associated with the company's information, including customer information. In this regard, you will sign a Confidentiality Agreement with the company.

We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear ASWIN SURESH,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

You shall report to Intech Additive Solutions Pvt. Ltd. **on Monday, 1 February 2019, at 9.30 am**.

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Best regards,

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President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear HARSHAB,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019+** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear HERSHAL BEN EDWARD,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear KAPIL VIRMANI,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

You shall report to Intech Additive Solutions Pvt. Ltd. **on Monday, 1 February 2019, at 9.30 am**.

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We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
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Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear MADHURA R,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

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President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
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Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear MOHAMMED AFRID,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

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President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear PRANAVI S,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear R GUNALAN,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

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#239, 11th Main Road,
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Peenya Industrial Area, Bengaluru
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Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear V JASON BARNABA,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Monday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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Best regards,

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Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
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560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VAISHNAVI K S,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Friday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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We wish you the very best!

Best regards,

Murari Venkataraman Vice
President - Operations Intech
Additive Solutions Pvt. Ltd.
#239, 11th Main Road,
2nd Cross Road, 3rd Phase,
Peenya Industrial Area, Bengaluru
560058.

Offer Letter - Intech Additive Solutions Pvt. Ltd.

Dear VAISHNAVI RACHI RAJU VNDS,

Congratulations! We are pleased to offer you a position with Intech Additive Solutions Pvt. Ltd. **from Friday, 1 February 2019** in our DfAM group. The internship will be for 6 (Six) months. We will assess your performance over the initial months of the internship and convert your internship to a full-time job offer if your performance meets our requirements – to commence as soon as you graduate with the CTC of **INR 5,50,00/- (Indian Rupees Fifty Lakhs Fifty Thousand only) per annum.**

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#239, 11th Main Road,
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Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **AAZAR NAWAZ,**

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

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

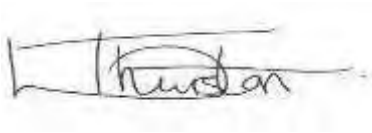
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

Encl

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 26 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and

(2) Name: **AAZAR NAWAZ**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content

Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2019(the "Start Date").

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

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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

Retirement Age

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

Benefits

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

Notice Period

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

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **AISHWARYA ASHOK,**

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

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

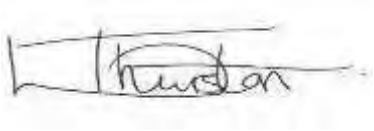
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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- Benefits Summary
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Summary of Key Terms

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BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and

(2) Name: **AISHWARYA ASHOK**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2019(the "Start Date").

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

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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

Retirement Age

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

Benefits

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

Notice Period

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Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **AKHIL KRISHNAN,**

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

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

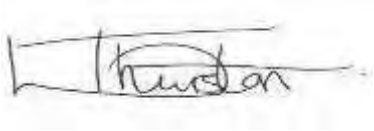
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 26 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) Name: **AKHIL KRISHNAN**

Employing Company Refinitiv India Shared Services Private Limited

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

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

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(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

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Position and Function Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

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Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **ANAND SINGH P,**

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

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

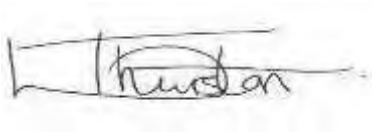
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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Summary of Key Terms

THIS AGREEMENT is made on 26 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and

(2) Name: **ANAND SINGH P**

Employing Company Refinitiv India Shared Services Private Limited

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Position and Function Your role will be Associate Content

Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

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Salary

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You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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

Retirement Age

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Benefits

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Notice Period

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Confidentiality

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Data Privacy

You will comply with all Company policies and procedures relating to data protection.

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Post-Termination Restrictions

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

Training

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

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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
- Personal Account Dealing;
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- Prevention of Sexual Harassment at Workplace.

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

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CIN: U72200MH2018FTC309675

26 April 2019

Dear **ASHIN K,**

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

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

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

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

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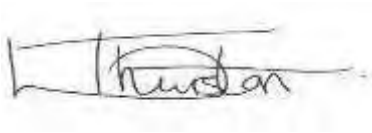

Laura Thurston Group Head of Global Talent Acquisition & WFP

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- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 26 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841

Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) Name: **ASHIN K**

Employing Company Refinitiv India Shared Services Private Limited

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

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26 April 2019

Dear **BHAVANA R,**

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

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

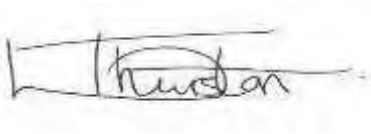
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

Encl

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 26 April 2019

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841

Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) Name: **BHAVANA R**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst ,

Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2019(the "Start Date").

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

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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

Retirement Age

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

Benefits

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

Notice Period

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

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
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Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700

26 April 2019

Dear **CRYSTAL CHAKRABORTHY,**

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

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

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

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

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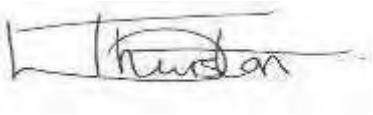

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(2) Name: **CRYSTAL CHAKRABORTHY**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

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

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Probation Period

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Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Retirement Age

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Benefits

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Notice Period

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Confidentiality

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Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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Post-Termination Restrictions

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

Training

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

- Code of Conduct/Code of Business Conduct & Ethics;
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- Financial Crime (including Anti-Money Laundering and Terrorist Financing);
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- Information Security; and • Prevention of Sexual Harassment at Workplace.

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

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Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **DHANUSH B,**

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

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

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We look forward to welcoming you to the Company. Yours

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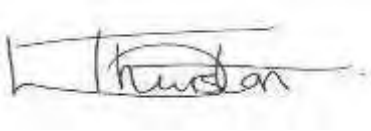

Laura Thurston Group Head of Global Talent Acquisition & WFP

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Summary of Key Terms

THIS AGREEMENT is made on 26 April 2019.

BETWEEN

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Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) Name: **DHANUSH B**

Employing Company Refinitiv India Shared Services Private Limited

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

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Position and Function Your role will be Associate Content Analyst ,

Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 23 May 2019(the "Start Date").

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Probation Period

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Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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Quarterly Incentive Plan

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

Retirement Age

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Benefits

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Post-Termination Restrictions

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

Training

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

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

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Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **SRIJANA RAJAMANURI,**

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

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

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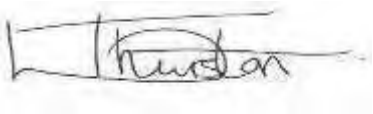

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(2) Name: **SRIJANA RAJAMANURI**

Employing Company Refinitiv India Shared Services Private Limited

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

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

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Position and Function Your role will be Associate Content

Analyst , Division: Operations.

Place of Work

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You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

Refinitiv India Shared Services Private Limited
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Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear SUHAIL H F**,**

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

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

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

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

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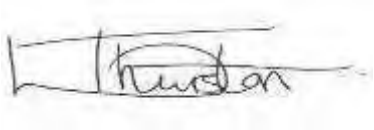

Laura Thurston Group Head of Global Talent Acquisition & WFP

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BETWEEN

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Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) Name: **SUHAIL H F**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst , Division:
Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence 26 April 2019 (the "Start Date").

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

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

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26 April 2019

Dear SUHAS P GOWDA**,**

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

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

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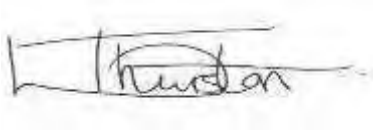

Laura Thurston Group Head of Global Talent Acquisition & WFP

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(2) Name: **SUHAS P GOWDA**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

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Position and Function Your role will be Associate Content Analyst , Division: Operations.

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26 April 2019

Dear **SUMAIYA SULTANA,**

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

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

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We look forward to welcoming you to the Company. Yours

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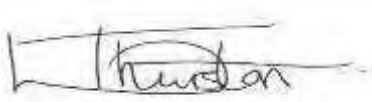

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Employing Company Refinitiv India Shared Services Private Limited

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

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26 April 2019

Dear **TANMAY SHARMA,**

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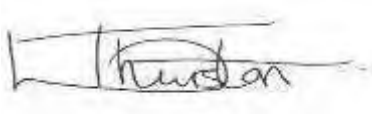

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Salary is payable as per the normal payroll practices of the Company and in any case no later than the 10th of the following calendar month. Please see the Flexi Component Breakup schedule for more information.

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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

Retirement Age

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

Benefits

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

Notice Period

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

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **VINEETHA MANJUNATH,**

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

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

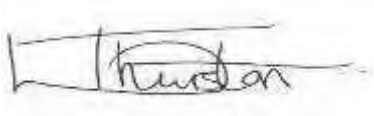
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 27 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World

Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and

(2) Name: **VINEETHA MANJUNATH**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst , Division:

Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 26 April 2019

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

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

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

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Notice Period

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Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

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Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **WASEEM BASHA S K,**

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

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

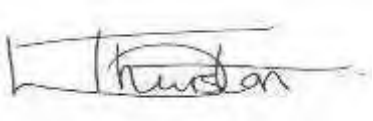
This offer is conditional upon you satisfying the relevant recruitment and screening conditions and procedures, and where applicable, the appropriate regulatory approvals.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

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Summary of Key Terms

THIS AGREEMENT is made on 27 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World

Centre, 12th floor, Tower 1, 841 Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the “Company”); and (2)

Name: **WASEEM BASHA S K**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

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Place of Work

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Start Date

Your employment will commence on 26 April 2019

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Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Retirement Age

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Confidentiality

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Post-Termination Restrictions

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

Training

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

- Code of Conduct/Code of Business Conduct & Ethics;
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Subject to meeting any eligibility requirements, you may also have the opportunity to undertake additional optional training. Full details are available from the Company intranet.

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Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

Dear **YESHWANTH R,**

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

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

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

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.

We look forward to welcoming you to the Company. Yours

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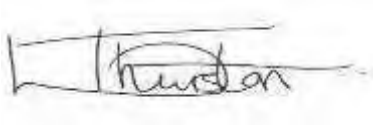

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THIS AGREEMENT is made on 27 April 2019.

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(2) Name: **YESHWANTH R**

Employing Company Refinitiv India Shared Services Private Limited

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

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(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

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"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst , Division: Operations.

Place of Work

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Hours of Work

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You will comply with all Company policies and procedures relating to data protection.

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

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

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- Conflicts of interest;
- Information Security; and
- Prevention of Sexual Harassment at Workplace.

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

DocuSign Envelope ID: 19214462-710C-43D9-B988-D5D309AF2772

morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ANISH DEY,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

DocuSign Envelope ID: 19214462-710C-43D9-B988-D5D309AF2772

morae.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

DocuSign Envelope ID: 19214462-710C-43D9-B988-D5D309AF2772

morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	ANISH DEY	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: ANISH DEY

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear ANU THENISHA E M,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

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h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

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k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

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You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

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The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	ANU THENISHA E M	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: ANU THENISHA E M

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

BADAPLIN SUN,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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morae.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	BADAPLIN SUN	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: BADAPLIN SUN

Signature

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

BINDU MADHAVA TILAK J K,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	BINDU MADHAVA TILAK J K	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: BINDU MADHAVA TILAK J K

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear DIVYA DILIP,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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morae.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	DIVYA DILIP	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: DIVYA DILIP

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

KASHIFF AHMED,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	KASHIFF AHMED	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: KASHIFF AHMED

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

NANDINI M N,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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morae.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	NANDINI M N	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: NANDINI M N

Signature

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

SHALINI GANGULY,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	SHALINI GANGULY	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: SHALINI GANGULY

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

SILVIA PODDER,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	SILVIA PODDER	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: SILVIA PODDER

Signature

morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

SNEHA DEB,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	SNEHA DEB	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: SNEHA DEB

Signature

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

SWEETY PAUL,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	SWEETY PAUL	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: SWEETY PAUL

Signature

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear VANLALPEKI,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

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(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**VANLALPEKI**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: VANLALPEKI

Signature & Date:

morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear VANLALPEKI,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

morae.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

morae.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**VANLALPEKI**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: VANLALPEKI

Signature & Date:

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morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

VARALAKSHMI M,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	VARALAKSHMI M	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: VARALAKSHMI M

Signature

morae.

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear VIBEINUO RIO,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

morae.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

morae.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**VIBEINUO RIO**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: VIBEINUO RIO

Signature

morae.

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear VIMENENUO THEPA,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2019**

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

morae.

ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**VIMENENUO THEPA**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: VIMENENUO THEPA

Signature

DocuSign Envelope ID: 19214462-710C-43D9-B988-D5D309AF2772

morae

MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Dear VIMENENUO THEPA,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2022**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,20,000 (Rupees Four Lakhs Twenty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

DocuSign Envelope ID: 19214462-710C-43D9-B988-D5D309AF2772

morae.

Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**

a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**

b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**

c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave asper the prevailing leave policy, which may be amended from time to time.

d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.

b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.

c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.

d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) Confidentiality

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the termsof any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) Intellectual Property Rights:

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole andexclusive right, inter alia, to use, modify or adapt the Works that you have developed during thecourse of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days ofthem being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and isirrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) Confirmation Period:

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) Notice Period:

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) Termination of Services:

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above –being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) Injunctive Relief:

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional andinjunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) Severability:

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) Relocation expense:

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	**VIMENENUO THEPA**	
Designtion	**Associate (E1)**	
Salary Component	**Per Month (INR)**	**Per Annum (INR)**
Gross (A)		
Basic	9,740	1,16,885
HRA	3,896	46,752
Medical	1,167	14,000
Food Allowance	1,027	12,324
LTA	3,111	37,333
Employee Provident Fund	1,680	20,160
Statutory Bonus	1,307	15,680
Special Allowance	10,552	1,26,623
Benefits (B)		
Transport Allowance	2,053	24,640
Gratuity	469	5,623
Total CTC (A+B)	35,002	4,20,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes

Chief People Officer

I accept the offer and all terms and conditions set forth

Name: VIMENENUO THEPA

Signature

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MORAE SERVICES INDIA PRIVATE LIMITED
(Wholly owned subsidiary of Morae Global Corporation)

Block C4 (ELM), Ground Floor, Wing A
Embassy Manyata Business Park
Nagawara, Bangalore, Karnataka :
560045, India

CIN: U74999KA2020FTC132061
info@moraeglobal.com
+91 80 3040 4400

Date: August 1, 2022

Dear Neha Niraj Dubey,

We are delighted to offer you employment with **Morae Services India PVT LTD** as an **Associate** at **Band E1** at the Company's branch in Bangalore, commencing from **8 August 2022**.

With effect from your date of joining, your employment will be governed by the terms and conditions referred in Annexure I and prevailing policies and process of the Company.

Compensation:

Your annual salary including benefits will be **INR 4,50,000 (Rupees Four Lakhs Fifty Thousand only)**. A detailed breakup of your salary is mentioned in Annexure II.

All payments will be subjected to deduction of tax at source as per applicable statutory regulations.

This offer of employment will expire in One (1) business day from the date of this letter. Any acceptance postmarked or otherwise communicated after this date will be considered invalid.

This offer is contingent upon your positive background verification report and is valid upon you joining before or on the Commencement Date.

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Date of Reporting:

You are requested to report to the office of the Company at Wing A, Block C4 (ELM), Ground Floor, Embassy Manyata Business Park, Nagawara, Bangalore 560045, on the Commencement Date. In the event of you failing to do so, the offer made herein shall stand withdrawn, unless the reporting date is extended and communicated to you in writing by the Company.

Please note that the terms of this offer (including the terms contained in the Annexure I & II) are strictly confidential between you and the Company.

Please let us know if you have any questions about the items set forth above. We look forward to welcoming you to the Morae Group family.

Best Wishes,

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People officer

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Annexure 1

Employment Terms

1. **Remuneration and Perquisites:**
   a) You will be entitled to receive salary and reimbursements/allowances and other benefits as per existing policies of the company.

2. **Benefits:**
   b) You will be eligible for Group Personal Accident Insurance, Mediclaim for you and your immediate dependents (Spouse & upto 2 Children, parent/ In-law), and Life Term Insurance**.**
   c) You will be eligible for 27 days of paid time off (Earned Leave and Sick/Casual Leave). You will also be eligible for 10 paid holidays for Indian festivals and 1 floating leave as per the prevailing leave policy, which may be amended from time to time.
   d) You will be eligible for transportation to office as per the company's current available transportation facilities.

3. **General Terms and Conditions**

   a) Your employment is contingent upon you successfully completing the Background check on your past employment and education credentials, which includes clearing your final year graduation or post-graduation successfully.
   b) You shall be a full time employee of the company, based at the location as specified in the first paragraph of this letter. The Company reserves the right to request that you relocate or transfer your services to another office location of Morae Global or its subsidiary or an entity present or future or to any of the client location, in which case you will abide by the terms and working conditions governing such office and the Company will reimburse reasonable relocation expenses for you and your immediate family.
   c) You will at all times perform the duties required under this agreement and devote substantially all productive time, skill and energy to perform these duties for the Company. While in the Company's employment, you will not engage in any other employment or business activity, including, without limitation, transacting business or providing services similar or related to the Company's business, or take up any other office, honorary or otherwise, without the advance or prior written consent of the Company's CEO.
   d) You shall not directly or indirectly at any time during the term of your employment with the Company and for a period of one (1) year from the date of your termination (voluntary or otherwise) for any reason, either on your own account or for any other person or entity, (i) solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person who to your knowledge is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates; and (ii) carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder,

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principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company (a "Competitor"), nor engage in any activity that conflicts with your obligations to the Company as provided herein

e) **Confidentiality**

(i) In the performance of your duties, you will come to possess information (written or unwritten) on the Company's operations, processes and plans (the "Confidential Information"). All such information shall be held by you in the strictest of confidence and shall not be divulged to any person during your service with the Company or thereafter. In the event of your contravening this confidentiality provision while in the service of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you. For avoidance of doubt, these confidentiality restrictions are permanent and do not lapse upon your departure from the company.

(ii) You shall not employ, use and /or engage the Confidential Information for any purpose other than the business of the company and only during the course of your employment with the Company. The Confidential Information may only be used, copied or disclosed by you during your employment with the Company only as necessary to carry out the Company's business, and, where applicable, only as required or authorized under the terms of any agreements between the Company and the person or entity receiving such Confidential Information. You agree not to take or keep any Confidential Information when you leave the Company, and to return all Confidential Information to the Company before your departure. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the Company's CEO to seek the Company's consent prior to any disclosure.

For the purpose of the aforesaid clauses, Confidential Information shall include any information which is confidential to the Company, commercially sensitive and is not in the public domain relating to or belonging to the Company or any corporate parents, affiliates or subsidiaries of the Company. Confidential Information includes, without limitation, information relating to business methods, corporate plans, management systems, finances, new business opportunities, marketing or sales of any past, present or future product or service, lists or details of customers, potential customers or the arrangements made with any customer, as well as the Company's professional, technical and administrative manuals; associated forms, processes and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

f) **Intellectual Property Rights:**

Any product development, process, discovery, plan, specification, program, design, inventions, discoveries, techniques, technologies, methodologies, software, improvements, process, adaptation or any improvement in procedures or other matters of work, irrespective of whether it is the subject matter of protection granted to any intellectual property rights (including without limitation, patents, designs and copyrights), made, developed or discovered by you alone or jointly with any other person or persons, or in connection with services provided to

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clients of the Company while in the employment of the Company, in connection with or in any way affecting or relating to the business or expected business of the Company or capable of being used or adapted for use therein or in connection therewith (collectively, the "Works") shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company. All such Works shall be deemed to be "works made for hire" under applicable law. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Works that you have developed during the course of your employment. You hereby assign all of your rights, title and interests (including, without limitation, all copyrights, trademarks, patent rights and other intellectual property rights, including applications therefor) in such Works to the Company. Whenever requested to do so by the Company, you shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent, copyrights or any other protection in India or any foreign country, or otherwise protect the Company's interests therein. If you do not execute such instruments within five (5) days of them being presented to you, you hereby appoint the Company with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable, these obligations shall continue beyond the conclusion of your employment with the Company, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

g) You will be governed by the rules and regulations of employment established by the Company and general work practices, which will be in force from time to time.

h) You will be responsible for the safe keeping and the return in good condition and order, of all property of the Company such as equipment, computers, books, etc., which may be in your use, custody, care or charge. The Company shall have the right to deduct the monetary value of all such things from any final monetary settlement due to you, and take such other action, as the Company deems proper in the event of your failure to account for such property to the satisfaction of the Company.

i) You will keep the Company informed of any change in your residential address or in your civil status.

j) You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

k) This appointment and its continuance are subject to you being found and remaining physically and mentally fit to perform the desired role.

l) You shall automatically retire from the services of the company on your attaining 58 years of age.

m) **Confirmation Period:**

You will on probation for a period of six months from the date of joining the company. Your services will be confirmed subject to your satisfactory performance for the first (6) months of your employment and thereafter, a letter of confirmation will be issued to you in writing. You continue to be on probation until expressly confirmed in writing.

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n) **Notice Period:**

(i) Your employment with the Company can be terminated by either party on serving 1 months' notice during probation and two months' notice upon confirmation in writing for confirmed employees and 1 months' notice for employees on probation. The notice shall be served in writing.

(ii) You will be relieved from the services of the company on completion of necessary exit formalities as per the policy and process of the Company.

o) **Termination of Services:**

(i) The Company reserves its right to, at its sole discretion, accept your resignation and relieve you immediately by waiving the necessity for such notice. You will be governed by the policies laid down by the Company from time to time and if there is any breach of the same or non-performance of contractual obligations or the terms and conditions laid down in this letter, your service may be terminated without any notice whatsoever notwithstanding any other terms and conditions stipulated herein.

(ii) In the event, at a later date, any of the statements/particulars furnished by you to the Company are found to be false or misleading, or your work performance falls short of the minimum standards required by the Company, the Company shall have the right to terminate your services, without any notice period, notwithstanding any other terms and conditions stipulated herein.

(iii) The Company shall be entitled to initiate legal proceedings for any such breach of the above terms and conditions.

(iv) Upon termination of your employment with the Company, you shall forthwith return to the Company all assets and property of the Company including all documents, files, books, papers, memos, software or any other property of the Company in your possession or under your control.

(v) In case of any work related international business visits / travel assignments undertaken by you at the request of representatives of Morae Services India Private Limited ('Company') or an associate/ group company of Morae Services India Private Limited, you hereby agree to serve the organization for a minimum tenure based on the duration of your stay. For any travel ranging 'three weeks to three months', you will be required to serve the Company for at least six months from the date of your return to the Bangalore office. For any travel beyond three months, you will be required to serve the Company for at least twelve months from the date of your return to the Bangalore office. Upon failure on your part to serve the minimum required tenure (stated above – being in active service and not serving notice period), you agree to repay to the Company all the costs direct and incidental to the stated travel.

p) **Injunctive Relief:**

In the event of a breach or threatened breach by you of any provisions of Sections 3(c) or 3(d) (regarding non-compete and non-solicit obligations), 3(e) (regarding confidentiality) or 3(f) (regarding intellectual property) of this agreement, you agree that the Company, in addition to any other legal and equitable remedies available to it, shall be entitled to provisional and injunctive relief. You further agree that no bond shall be required to be posted by the Company in connection with any such action for provisional or injunctive relief. The Company may pursue

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any remedy available to it, concurrently or consecutively in any order, and the pursuit of one such remedy will not be deemed to be an election of remedies or waiver of the right to pursue any other remedy.

q) **Severability:**

If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

Notwithstanding the above, in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the parties hereto agree that this Agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

r) **Relocation expense:**

The Management reserves its right to cover reasonable relocation expenses and any amount paid by the employee in lieu of the notice period for previous employment as per the policy. The employee will have to pay back any such reimbursements if they leave the company within 12 months from the date of joining.

If this offer letter is being issued electronically, we would request you to sign it and return a scanned copy in confirmation of you having accepted the above terms and conditions.

We welcome you to the Morae Group family, and we hope that you will have a long and fruitful career with us.

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ANNEXURE II
REMUNERATION AND PERQUISITES

Employee Name	Neha Niraj Dubey	
Designtion	Associate (E1)	
Salary Component	Per Month (INR)	Per Annum (INR)
Gross (A)		
Basic	10,439	1,25,272
HRA	4,176	50,109
Medical	1,250	15,000
Food Allowance	1,100	13,200
LTA	3,333	40,000
Employee Provident Fund	1,800	21,600
Statutory Bonus	1,400	16,800
Special Allowance	11,299	1,35,593
Benefits (B)		
Transport Allowance	2,200	26,400
Gratuity	502	6,026
Total CTC (A+B)	37,500	4,50,000

**The annual compensation amount (CTC) is inclusive of National Pension Scheme & Statutory bonus, if applicable*

**Transport allowance of INR 2200 will be paid to you on a monthly basis, if you do not avail the company provided transport facility*

**All Payments will be subjected to deduction of tax at source as per the applicable statutory regulations.*

For Morae Services India Private Limited

DocuSigned by:
Ann Marie Kartsounes
52C8F1353C5E477...

Ann Marie Kartsounes
Chief People Officer

I accept the offer and all terms and conditions set forth

Name: Neha Niraj D

Signature & Date: DocuSigned by: Neha Niraj D A839C3D6B1D944F...

8/3/2022 | 5:13 PM IST

TeamLease™
Putting India to Work

ANUJA R

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 16 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

This is may be unlawful.

a system generated document. Any unauthorized use, disclosure, dissemination, or copying of this document is strictly prohibited and

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 16 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based

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on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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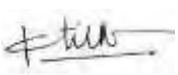
TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



_____

(Authorized Signatory)

Accepted and Agreed

_____

Signature and date:
Name:

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Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
www.teamlease.com

TeamLease™
Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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www.teamlease.com

B. KISHORE KUMAR

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 16 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.

   iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

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16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time,

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whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

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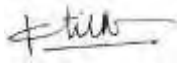
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
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Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
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Email: info@teamlease.com

Contact Number: 080-60000655

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Please note that undergoing online training is mandatory for this engagement.

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The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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BIJAMMA C V

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.

   iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

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16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time,

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whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

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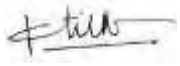
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.

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The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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C.H CHARAN

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.

   iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.
16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time,

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whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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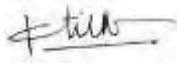
TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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TeamLease™
Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
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Gross Earnings	**35000**
DEDUCTION *	**Amounts**
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Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.

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The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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TeamLease™
Putting India to Work

CHANDANKUMAR

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.

   iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
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15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.
16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time,

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whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

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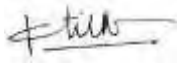
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

Particulars	Amount
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Net Pay Annexure

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Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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CHOWDA REDDY G C

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

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   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.

   iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

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9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

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11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.
16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This

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Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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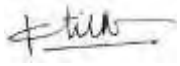
ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.

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The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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DINES D

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 16 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement.
   ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.
   iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.
   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

This is may be unlawful.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based

on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

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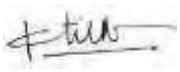

_____

(Authorized Signatory)

Accepted and Agreed

_____

Signature and date:
Name:

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www.teamlease.com

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
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Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
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In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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JERMY SAMUEL DAWSON

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease. iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.
   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).
   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

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Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This NonDisclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

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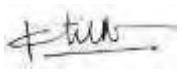
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:

Name:

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Net Pay Annexure

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Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

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Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
www.teamlease.com

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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TeamLease™
Putting India to Work

JUSTIN SUNNY GREEGOR

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease. iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.
   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).
   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

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16. “You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This NonDisclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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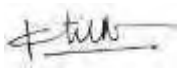
TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED Accepted and Agreed



Signature and date: (Authorized Signatory) Name:

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

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In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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The **link** to undergo the programme and complete the evaluation is given below.

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The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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JYOTHI JHA

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease. iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.
   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).
   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

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11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

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16. “You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This NonDisclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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ENDORSEMENT

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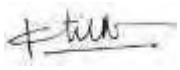
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

Particulars	Amount
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Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

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JYOTSNA PENUMARTI

Engagement Letter

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   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

This is may be unlawful.

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

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16. “You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This NonDisclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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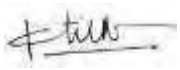
TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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www.teamlease.com

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Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

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Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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K MALSAWMKIMA

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease. iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.
   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).
   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

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16. “You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This NonDisclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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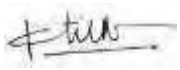
TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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www.teamlease.com

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

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Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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KEERTHANA

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 16 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

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12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

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16. “You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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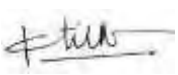
ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



_____

(Authorized Signatory)

Accepted and Agreed

_____

Signature and date:

Name:

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TeamLease™
Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
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Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

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In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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TeamLease™
Putting India to Work

MOHIMENUL ISLAM SHANTO

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease. iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.
   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).
   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

This is may be unlawful.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

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17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

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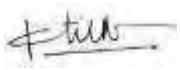
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
www.teamlease.com

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

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Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

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Contact Number: 080-60000655

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In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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NADEKSHA ASHOKAN

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease. iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).
   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.
   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).
   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

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This is may be unlawful.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

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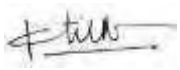
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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The **link** to undergo the programme and complete the evaluation is given below.

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The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
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Putting India to Work

PRAVALIKA V

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

This is may be unlawful.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.
16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited

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to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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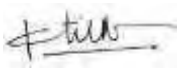
www.teamlease.com

TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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RADHIKA CHATTERJEE

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 16 Jul 2019 and expire on 15 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2024. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

This is may be unlawful.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.
16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited

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to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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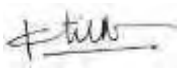
www.teamlease.com

TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

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The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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SARAVANAN S

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 16 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2020. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

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TeamLease Services Limited., CIN No. L74140KA2000PLC118395

Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala

per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

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16. “You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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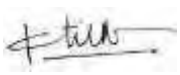
ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
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Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
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Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

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In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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TeamLease™
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SUHODIP GHOSH

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2019 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 20219. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as

This is may be unlawful.

TeamLease Services Limited., CIN No. L74140KA2000PLC118395

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per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

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12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

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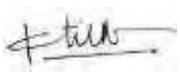
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
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In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

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Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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T AKASH

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2019 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

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   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

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to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

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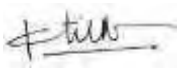

(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
www.teamlease.com

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TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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TeamLease™
Putting India to Work

THANGJAM AMARJIT SINGH

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

This is may be unlawful.

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6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.
16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited

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to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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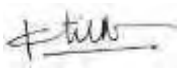
TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

Particulars	Amount
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Email: info@teamlease.com

Contact Number: 080-60000655

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YASHAWINI P

Engagement Letter

We are pleased to appoint you in our organization as Assistant Store Manager Trainee subject to the following terms and conditions:

1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

2. You hereby agree to the following terms and conditions:

   i. You shall perform the services, in a professional manner, at the Client's (Arvind Fashions Limited) location until the expiry of the term or termination of your engagement. ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever. iii. You shall not engage in any conduct which is detrimental to the interests of the Client (Arvind Fashions Limited) or TeamLease.

   iv. You shall not receive any payments, gifts or gratuities of any nature either directly or indirectly from the Client (Arvind Fashions Limited) unless agreed to by TeamLease except for any rewards or incentives based on your performance which shall be at the sole discretion of the Client (Arvind Fashions Limited).

   v. You shall extend all cooperation to Client's (Arvind Fashions Limited) employees, consultants, representatives etc., and do all such things as may be necessary and comply with all terms of the engagement letter so as to effectively undertake the work. vi. Report and be present at the designated location during the working hours mentioned by the Client (Arvind Fashions Limited) and abide by the rules and regulations as intimated by TeamLease.

   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

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This is may be unlawful.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

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16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited

to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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ENDORSEMENT

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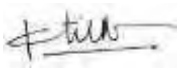
For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

Accepted and Agreed

Signature and date:
Name:

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Salary Annexure

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Contact Number: 080-60000655

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YEONG JU KIM N

Engagement Letter

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1. Your term of engagement will commence from 15 Jul 2019 and expire on 14 Jul 2020 during which you will render services to our Client's (Arvind Fashions Limited) premises at Bangalore specified from time to time subject to the terms and conditions of the engagement letter executed by you on 15 Jul 2019. Further you shall be bound by terms of this engagement letter and that you shall act in accordance with the instructions, rules or regulations received by you from TeamLease or any authorized person of TeamLease.

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   ii. During the term of your engagement, you shall render services exclusively to the Client (Arvind Fashions Limited) or any of its group companies, subsidiaries or affiliates as instructed by TeamLease. Further you shall not engage either directly or indirectly in any trade, business or employment during the term of your engagement, whether for or without any commercial gain, in any manner whatsoever.
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   vii. Comply with the safety, health and other rules and regulations of TeamLease as intimated to you. viii. Comply with leave policy as intimated through the associate handbook ix. You shall not divulge any trade secret or confidential information which you come across during the term of your engagement or in course of services being provided to the Client (Arvind Fashions Limited).

   x. During your engagement, TeamLease reserves the right to transfer you to any location within the territory of India for executing the services to the Client (Arvind Fashions Limited). Further TeamLease reserves the right to depute your services to the Client's (Arvind Fashions Limited) affiliates, group companies or subsidiaries at any location within the territory of India.

3. During the term of this engagement, the nature of your relationship with TeamLease will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither TeamLease offers you any employment with TeamLease nor you become an employee of TeamLease. Upon expiry or termination of this engagement letter, your engagement with TeamLease shall stand terminated forthwith.

4. You shall not act in any act subversive of any discipline or insubordination of your duties or any misconduct including but not limited to theft, fraud or misrepresentation or any event such that of prolonged absenteeism, destruction or damage to the property of the Client (Arvind Fashions Limited), then in such event, TeamLease shall be at liberty to take necessary disciplinary action against you and shall be at liberty to forthwith terminate this engagement.

This is may be unlawful.

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5. In case TeamLease finds your services are not in conformity with the requisite service level standards, then TeamLease reserves the right to initiate a performance improvement plan and further in case you fail to perform as per the said requisite standards, despite being provided the performance improvement plan, then TeamLease reserves the right to terminate your services accordingly.

6. Either party may terminate this engagement by issuing 30 days notice in writing or payment of 30 days' basic salary in lieu of notice thereof. Teamlease reserves the right to waive the applicable notice period, at its discretion. Notwithstanding anything contained herein in case of any breach of the terms of this engagement letter, TeamLease shall be entitled to forthwith terminate your engagement.

7. Termination of this engagement shall not affect the obligations of the parties that have been incurred prior to such termination and TeamLease shall promptly settle all your dues after making the applicable deductions.

8. You agree to defend, indemnify and hold TeamLease or the Client (Arvind Fashions Limited) harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to perform any of your obligations under this engagement letter or for misconduct or for violation of any law or for creation of any legal liability by you.

9. In the event of any dispute between you and TeamLease, the parties shall negotiate with each other and endevaour to amicably resolve the said dispute. In case of any failure to amicably resolve any dispute then the same shall be referred to a sole arbitrator appointed by TeamLease. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.

10. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize TeamLease to make all salary payments required to be made to you by TeamLease including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

11. You will be entitled to an employer's contribution of Provident fund to the extent of 12% of your basic salary and applicable ESI contribution. You will also be covered by Medical and Accident Insurance and will be entitled to all other statutory benefits whichever is applicable during the contract period. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislations, TeamLease shall not incur any liability with regards to any Claims under the said applicable labour legislations.

12. In addition to the terms contained herein, your relationship with TeamLease may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by TeamLease and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein.

13. During your engagement with TeamLease, if we find any irregularity or insufficiency in the documents submitted by you or in case, we find any incorrect, inaccurate or any misleading information while conducting reference checks then this engagement letter stands cancelled/revoked.
14. The nature of your relationship with TeamLease will be that of contract of service from 15 Jul 2019 to 14 Jul 2020. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
15. Upon resignation or early termination of your fixed term contract, an amount of Rs. 500/- (Rupees Five Hundred Only) shall be deducted from your full and final settlement towards the Alumni & Learning Fee. This Fee is towards Lifetime Access to the TeamLease Alumni App, where you will continue to have access to the TeamLease Learning portal to be able to access free courses. You will also get various job recommendations from our TL Connect Job portal based

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on your career interests. Additionally, on the TeamLease App, you will also be able to view & download your Payslips, Appointment letter, relieving letter, PF statement, Income Tax statement etc.

16. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other that our client. This Non-Disclosure obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.
17. This appointment letter shall be co-terminus with the agreement we have with our client.
18. Upon joining, an amount of Rs. 399/- shall be deducted from your first month pay towards Assessment and Verification Fee. This will include Soft Skills Assessment along with a detailed Assessment report conducted at the time of joining, Suggested Skill building Certification courses along with access to Learning content on our Learning platform.

We at TeamLease would like to create an environment and culture committed to cooperation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your enagement at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance of the terms and conditions.

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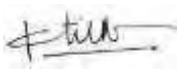
Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
www.teamlease.com

TeamLease neither accepts any consideration in the form of any cash or kind, nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event you have paid any such amount to any employee, Officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll free number which is provided to you.

ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For TEAMLEASE SERVICES LIMITED



_____

(Authorized Signatory)

Accepted and Agreed

_____

Signature and date:
Name:

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TeamLease™
Putting India to Work

Salary Annexure

Particulars	Amount
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Employer PF Contribution	1800
Statutory Bonus	1472
Employee Compensation	30
TotalAmount	**35000**
Amount In Words(Rs)	Three Lakh Fifty thousand only

Net Pay Annexure

EARNINGS	Amounts
Basic	16915
House Rent Allowance	6766
Special Allowance	7964
Statutory Bonus	1472
Gross Earnings	**35000**
DEDUCTION *	**Amounts**
Employee PF	1800
Professional Tax	200
Total Deduction	**2000**
Net Salary	**30000**

* Income-tax deductions, if applicable will be as per the Income-Tax, 1961.

Note: This statement is only for the purpose of information and is illustrative in nature.

In case of any queries, request you to contact us via below provided details

Email: info@teamlease.com

Contact Number: 080-60000655

Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

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www.teamlease.com

Please note that undergoing online training is mandatory for this engagement.
The **link** to undergo the programme and complete the evaluation is given below.

Link : https:tlconnect.teamlease.com/Learning

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

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Ascent Building , # 77,Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095. Ph : (91-80) 33002345, Fax : (91-80) 33243001
www.teamlease.com

Refinitiv India Shared Services Private Limited
(Formerly known as F&R India Operations and Shared Services Private Limited)
Registered Office: One World Centre,12th Floor
Tower 1, 841 Senapati Bapat Marg,
Mumbai 400 013, Maharashtra, India
Phone: +91 22 6180 7001
Fax: +91 22 6180 7700
CIN: U72200MH2018FTC309675

26 April 2019

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

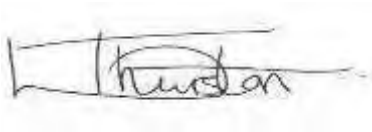
Enclosed is a Summary of Key Terms, any applicable Schedule/s and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment agreement ("Agreement") with Refinitiv India Shared Services Private Limited, now a part of LSEG, London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

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

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India.

You will also need to sign a copy of your Agreement (enclosed), confirming that you have read, understood and accept the terms set out in your Agreement.
We look forward to welcoming you to the Company. Yours

sincerely,



Laura Thurston Group Head of Global Talent Acquisition & WFP

Encl

- Summary of Key Terms
- Detailed Terms & Conditions
- Benefits Summary
- Data Privacy Policy

Summary of Key Terms

THIS AGREEMENT is made on 27 April 2019.

BETWEEN

(1) Refinitiv India Shared Services Private Limited, a company which has its registered office at One World Centre, 12th floor, Tower 1, 841

Senpati Bapat Marg, Mumbai 400 013, Maharashtra, India (the "Company"); and (2)
Name: **SRIJANA RAJAMANURI**

Employing Company Refinitiv India Shared Services Private Limited

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

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

(a) that is directly or indirectly controlled by the Company, or

(b) that directly or indirectly controls the Company; or

(c) that is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

(d) in which the Company or any Holding Company or Subsidiary is directly or indirectly beneficially interested in 10% (ten per cent) or more of that company's issued ordinary share capital.

"Subsidiary and Holding Company" in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Position and Function Your role will be Associate Content Analyst , Division: Operations.

Place of Work

RMZ Infinity, Tower A & E, Old Madras Road, Benniganahalli, Bengaluru, India, 560016. You may be required to work in other locations as reasonably expected by the business and in accordance with the duties of your role

Start Date

Your employment will commence on 27 April 2019

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

Please inform the Company of any change in circumstances which may prevent you from starting work on the Start Date. Should your employment not commence on this date then the offer of employment and terms and conditions set out in the Agreement shall automatically lapse, be deemed void and have no purpose or effect.

Probation Period

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

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

Hours of Work

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

Salary

Your Total Fixed Pay (TFP) will be INR ₹300,000.00 per annum and is inclusive of your Basic salary of INR ₹205,600.00per year, Employer's contribution towards Provident Fund of INR ₹23,472.00per year, Flexi Benefit Plan of INR ₹70,928.00 per year respectively (less tax and statutory deductions) (the "Salary").

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

Quarterly Incentive Plan

You will be eligible to participate in the Quarterly Incentive Plan subject to its terms and conditions. The terms and conditions of the plan and the payments made thereunder may be varied from time to time by the Company in its absolute discretion as per the matrix which will be shared by your line manager on a quarterly basis.

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

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

Retirement Age

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

Benefits

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

Notice Period

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

Confidentiality

It is important that you recognize that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company and its Group Companies and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information, trade secrets and any stricter policy which applies to your role.

Data Privacy

You will comply with all Company policies and procedures relating to data protection.

You consent to and acknowledge and understand that the Company will collect and process your personal information (including sensitive personal information) in accordance with any applicable privacy notice provided to you by the Company, as may be updated by Company from time to time.

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

Post-Termination Restrictions

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

Training

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

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

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

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

ABHINAV RAVEENDRAN. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ABHINAV RAVEENDRAN**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **ABHINAV RAVEENDRAN**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

ABHISHEK V, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ABHISHEK V**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **ABHISHEK V**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

ADITHIYA J (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ADITHIYA J**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **ADITHIYA J**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AISHATH NADHRATH THAUFEEQ, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AISHATH NADHRATH THAUFEEQ**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **AISHATH NADHRATH THAUFEEQ**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AISWARYA M, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AISWARYA M**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name **AISWARYA M**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AKARSH K R, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AKARSH K R**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **AKARSH K R**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AMARSHA,

. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the

Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AMARSHA**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;

u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);
ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;
mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.

I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **AMARSHA**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.

viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AMINATH IMRA

. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **AMINATH IMRA**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **AMINATH IMRA**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

ARPITHA G,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **ARPITHA G**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **ARPITHA G**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

K ARJUN PRAKASH, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **K ARJUN PRAKASH**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **K ARJUN PRAKASH**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KARTHICK,

(hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **KARTHICK**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **KARTHICK**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KHUSHNUMA, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **KHUSHNUMA**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **KHUSHNUMA**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KUMAR N,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **KUMAR N**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **KUMAR N**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

MUHAMMED JASIM, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **MUHAMMED JASIM**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **MUHAMMED JASIM**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

MUHAMMED SHIHAD V K, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **MUHAMMED SHIHAD V K**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **MUHAMMED SHIHAD V K**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

NGAKHAMSING C H, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **NGAKHAMSING C H**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **NGAKHAMSING C H**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

PRASAD M, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **PRASAD M**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **PRASAD M**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

PREETHA R, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **PREETHA R**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **PREETHA R**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

PUSHPA S, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **PUSHPA S**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **PUSHPA S**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

RAHUL JOSEPH, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **PREETHA R**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **RAHUL JOSEPH**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

RINU JOSEPH (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **RINU JOSEPH**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **RINU JOSEPH**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

RIZWAN S (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **RIZWAN S**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **RIZWAN S**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SANJANA C, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SANJANA C**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SANJANA C**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SHEELA M, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SHEELA M**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SHEELA M**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SHIPA K,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SHIPA K**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SHIPA K**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SONIA R, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SONIA R**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its

operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SONIA R**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SUHAS REDDY, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SUHAS REDDY**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SUHAS REDDY**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SURENDARPRAJAPATH R,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SURENDARPRAJAPATH R**

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SURENDARPRAJAPATH R**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SYED SADIQ, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **SYED SADIQ**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **SYED SADIQ**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

T NARENDRA**.** (hereinafter referred to as the "Employee", which expression shall, unless it is repugnantto the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to

transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:
(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) thetotal amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and
(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.
In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by theCompany keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any othercompany carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and iscalculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of theCompany and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibilityand opportunity to elect available healthcare options shall be in accordance with thepolicies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify alist of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration

and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demandby the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee;
ii. change the destination or duties as the Company deems appropriate;
iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;
iv. exclude the Employee from the premises of the Company; and/or
v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings,files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any personor entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount

of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles andinterests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall bethe exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably

delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of theCompany and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach orthreatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations onPersonal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal and for emergency purposes. Further, in the course of the Employee's appointment and

employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use thisinformation for personnel matters, including making decisions about the Employee's rolein the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical reportprovided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited tothe Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company;

iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, anti-piracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, grossnegligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time atits sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the

complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:
Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in
To the Employee: To the address and email available in Company records and as submitted by the Employee.
All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, bedeemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceabilityor invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Schedule-I – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	30,000 / year
Employer PF Contribution	21,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software;
ee. verbal or physical abuse of employees of the Company or its clients;
ff. willful damage to property belonging to Company or its clients;
gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);
ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;
mm. unauthorised use or sale of alcohol or drugs on Company property;
nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **Heena Kausar**
Signature:
Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave.
vi. Maternity leave: As per the government mandate, if an employee has worked for aminimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

TEJASWINI ATLURI

(hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **TEJASWINI ATLURI**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name **TEJASWINI ATLURI**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

THANSEEH T K, (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **THANSEEH T K**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;

u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);
ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;
mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.

I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **THANSEEH T K**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.

viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

THOMAS PHILIP,**.** (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **THOMAS PHILIP**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **THOMAS PHILIP**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

TUNCHANOK TRISIRIMONGKOL,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **TUNCHANOK TRISIRIMONGKOL**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year

Deductions: Professional Tax	2400/ year
Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;

m. to be found intoxicated or otherwise violating the rules and regulations of the Company;
n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa.disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc.misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee.verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;

kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **TUNCHANOK TRISIRIMONGKOL**
Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

EMPLOYMENT AGREEMENT

TACTERIAL CONSULTING PRIVATE LIMITED

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made **By and between Tacterial Consulting Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch office as well as the place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076, through Bhanu Harish Gurram, its duly authorised representative (hereinafter referred to as the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

VAISHNAVA S A,. (hereinafter referred to as the "Employee", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his /her heirs, administrators and legal representatives) of the OTHER PART.

As the context may require, the Company and the Employee are hereinafter referred to collectively as "Parties" and individually as "Party".

WHEREAS

1. The Company is engaged in the business of inter alia, financial services not limited to insurance, investments, news etc. and is desirous of employing the Employee based on the representations made by the Employee; and
2. The Employee wishes to accept employment with the Company on the terms and subject to the conditions set out in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
C. Words importing the singular shall include the plural and vice versa;
D. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
E. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
F. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
G. All reference in this Agreement to "days" shall, unless otherwise specified herein shall, mean calendar days; and
H. The recitals contained herein form an integral part of this Agreement.

2. Terms of Appointment

Position and Conditions: The Employee will be employed in the position of **of Customer Service Quality Executive.** Subject to the terms and conditions of the relevant regulatory approvals and employment, during engagement with the Company, the Employee will be required to represent the Company. The Employee hereby agrees to faithfully serve the Company and use utmost endeavors to promote the interests of the Company. The Company may change the Employee's position, title, and reporting requirements, in accordance with the needs of the business and the Employee's skills and abilities. Employee expressly agrees that when there is a change in his/her position, title or reporting requirements, the terms and conditions of this Agreement will continue to apply to the employment.

2.1 Date of Commencement: The Employee's employment with the Company, subject to the satisfactory completion of the Company's pre-hire procedures, will begin on **5th June 2023** (the "Effective Date"). The Employee will be engaged initially as a full-time probationary employee, subject to regularization after a satisfactory performance during the probationary period based on key performance indicators as hereinafter set forth and as determined exclusively by the Company.

2.2 Term of Agreement: This Agreement will take effect from the Effective Date (as defined above) and will continue in force until terminated in accordance with the terms of this Agreement (the "Term").

2.3 Probation: Upon joining, the Employee will be placed on probation for a period of three (3) months from the Effective Date. Further subject to the determination of Employee's suitability for regular employment, Employee's performance being found satisfactory, and his / her compliance with the terms of this Agreement and the Company policies during the probation period, the Company may confirm his / her employment in writing. This probation period can be cut short or extended based on the individual's performance and at the discretion of the Company.

In the absence of satisfactory performance during the probation period, the Company may (acting in its sole discretion and without prejudice to its other rights and remedies) extend Employee's probation period for a further period of three months as per Company's relevant policy and rules.

Confirmation of Employee's appointment and employment with the Company shall not be deemed to have taken place until the Employee is notified of the same in writing by the Company. This Agreement may be terminated in writing by the Company at any time during or at the end of the probationary period with three days' written notice in the event the Employee fails to meet the standards laid down above and in the job description to the satisfaction of the Company.

2.4 Place of Work: The Employee's principal place of employment during the Term shall be Bangalore. The Company, in its sole discretion, reserves the right to require the Employee to work remotely. The Company may also, in its sole discretion, reserve the right to transfer the Employee to any other location of the Company, whether existing or to be established in future. The Employee may also be seconded or deputed from the Company to any of its group companies (including to any subsidiary/associate/sister/holding/joint venture company) whether in India or abroad, whether existing or to be established in future, depending on various factors including business requirements.

In the event the Company requires the Employee to relocate to a new location:

(a) then he /she will be reimbursed the relocation expenses actually and properly incurred by him / her subject to (i) him / her furnishing satisfactory supporting documents (invoices, receipts, etc.) to the Company at the time of claiming such expenses; and (ii) the total amount of such expenses not exceeding the amount determined in accordance with the then prevailing Company policy in this regard; and

(b) his / her remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work location.

In the event that the Employee is seconded or transferred to any of the Company's group companies, the Employee will be required to observe and comply with policies and regulations as enforced from time to time of the company that the Employee is seconded/transferred to.

2.5 Duties: The Employee shall perform such duties as are required of his / her role and as are assigned to him/her from time to time by the Company. The Company further reserves the right, exercisable at its sole discretion, to assign the Employee any new tasks and responsibilities and/or to change his / her job description and/or title. Any changes made to this effect pursuant to this Clause 2.6 will be conveyed to the Employee by the Company in writing.

2.6 Hours of Work: We work for 6 days a week. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. The normal working hours are from 11AM to 8PM. The Employee may be required to operate from any of these locations and in any of the shifts, including night shifts, as may be directed by the Company keeping in view the business needs and deliverables. However, the Company adopts a flexible working hour policy, and the manager or the immediate supervisor will work with the Employee to establish his/her standard days, hours of work and break times.

2.7 Obligation to faithfully discharge duties: The Employee shall, during the Term, perform and discharge the duties and obligations which may be assigned to him by the Company from time to time, faithfully, diligently, to the best of his /her ability, in the interests of the Company, and in a manner consistent with the policies of the Company (as amended from time to time). Employee shall bring to the Company's attention any matters of which the Employee becomes aware that would be of significance to the Company.

2.8 General Obligations: The whole of Employee’s time, attention and abilities shall be spent on the Company’s business during normal business hours and at any other times that Employee is on the Company’s business. During the Term of this Agreement, the

Employee shall not hold the office of director or be employed in any other company or shall not carry on any business on his /her own account or for any other person or be concerned or interested in any other business activity, either directly or indirectly. He/She shall also not directly or indirectly acquire, hold or deal in any shares of any other company carrying on a similar business.

2.9 Personal Checks: The Company may at any time conduct checks and verifications (including background checks) with public authorities, which the Company reasonably considers necessary or prudent to meet regulatory requirements.

3. Remuneration

3.1 Base Salary: The Employee shall be entitled to receive a CTC (Cost to Company) as specified in Schedule I of this Agreement. Employee's pay cycle is monthly and is calculated from the 30th of a particular month to the 29th of the following month. The pay-out of remuneration, as calculated along with any official expenses (as permitted by the manager) and any bonuses/emoluments, will generally be on the 1st of every month following the pay cycle, barring any delay due to bank holidays or discrepancies in the calculation of such payments. Employee's salary will be reviewed periodically as per Company's policy. Changes in the compensation are subject to the discretion of the Company and will be based on the Employee's effective performance and result during employment and other relevant criteria.

3.2 Discretionary Bonus: Upon joining, the Employee may, from time to time, receive certain discretionary bonuses on such terms and of such amounts as the Company may decide in its sole discretion. Such discretionary bonuses may also be linked, measured, and determined based on the Employee's performance and achievement of the team and individual goals. If any such bonuses are offered, they shall be communicated to the Employee in writing.

3.3 Review: The Employee's remuneration shall be reviewed on an annual basis as per the company's policies.

3.4 Benefits: The Employee shall be entitled to all benefits, contributions, payments, and other dues by the Company as per applicable laws as amended from time to time.

3.5 Taxation: Notwithstanding anything to the contrary contained herein, the Parties expressly agree that the Employee shall be solely liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company under this Agreement, and the Company shall not be responsible for any such payments whatsoever. The Company shall be entitled to deduct tax at source (TDS) on the amounts paid towards remuneration, in accordance with the provisions of the Income Tax Act, 1961, as applicable from time to time.

3.6 Deductions: Employee agrees that Company may during the Term of this Agreement, or on termination for whatever reason, deduct from the Employee's remuneration any monies due from Employee to Company including but not limited to:

i. Any overpayment of salary or expenses or payment made to Employee by mistake or misrepresentation; and/or
ii. Any outstanding loans or advances made to Employee by Company; and/or
iii. Amounts equal in sum to the amount of any secret/illegitimate profits that Employee may make from Company business/interests; and/or
iv. Any debt owed by Employee to the Company; and/or
v. Any amount owed to the Company in lieu of Employee's failure to return and/or damage to the Company property; and/or
vi. Any other deductions permitted under applicable law, such as TDS etc.

3.7 Insurance: During the Term of the Employee's employment, the Employee shall be subscribed to the Company's group health insurance plan at the sole expense of the Company. Also additionally, during the Term of the Employee's employment, the Employee may also opt to purchase a health insurance policy to cover his or her dependents and/or parents, in which case the Company shall be contributing a certain percentage towards the premium expense of such a policy, while the remaining portion of the premium expense shall be borne solely by the Employee. An Employee's eligibility and opportunity to elect available healthcare options shall be in accordance with the policies adopted by the Company and the enrollment conditions of the respective plans.

3.8 Reimbursements: The Company shall reimburse the Employee for all reasonable and necessary pre-authorised expenses incurred by him/her in connection with the performance of services under this Agreement, upon submission of appropriate expense reports and documentation, in accordance with the Company's policies and procedures.

4. Conditions of Work

4.1 Leave / Holidays and Hours of Work: The Employee shall be governed and abide by the existing policy and/or rules and regulations pertaining to the hours of work of the Company. He/she shall be entitled to leave as per the existing leave policy of the Company. Leave shall be taken at such time and having regard to the requirements of the Company's business, in consultation with the immediate supervisor and/or the management of the Company. Please refer to schedule IV, which sets out the leave policy. The Company gives a total of thirteen days of festive/national holidays, allowing the Employee to choose which holidays he/she wishes to avail. The Company shall notify a list of declared holidays at the beginning of each year.

4.2 Code of Conduct: The Employee shall abide by and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this Agreement. The Code of Conduct

may be changed at any time at the discretion of the Company, and the changed Code of Conduct shall thereupon bind the Employee. The Employee shall also carry out and abide by any instructions and office orders issued by the Company from time to time.

4.3 Company Policies: The Employee shall comply with all the Company's policies and procedures generally, as established and varied from time to time, and the Company policies shall form part of this Agreement.

5. Termination

5.1 Summary Termination: This Agreement and Employee's employment may be terminated by the Company for "cause" immediately without prior notice. For the purposes of this Agreement, the term "cause" shall mean and include the instances of misconduct enumerated in Schedule II of this Agreement. In the event of termination pursuant to this provision, the Company shall not be obliged to make any further payment to Employee beyond the amount of any unpaid remuneration under this Agreement and under applicable laws and subject to applicable deductions. Further, the termination of employment under this Agreement shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

5.2 Termination for Disability: This appointment is subject to the Employee being found medically, physically, and mentally fit and continue being so for the duration of his / her engagement with the Company. If, as a result of any physical or mental disability or other incapacities, the Employee fails, shall have failed, or is unable, to perform his / her duties for a period aggregating twenty (20) days in any twelve (12) month period, the Company may, by notice to the Employee subsequent thereto, terminate his / her employment under this Agreement as of the date of the notice, without any further payment or the furnishing of any benefit by the Company under this Agreement. Further, the term of office of the Employee under this Agreement shall terminate automatically upon his / her death.

5.3 Termination by Notice: The Company can terminate this Agreement, without any reason, by giving the Employee not less than two months prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary. The Employee may terminate his/her employment with the Company, without any cause, by giving no less than two months prior notice. In the event that notice of termination is given by either Party, the Company agrees that remuneration and contractual benefits will continue to be payable until the end of the relevant notice period. During any such notice period, the Employee will continue to remain bound by all of the express and implied obligations arising under this Agreement, including obligations of good faith. During any such notice period, the

Company may vary Employee's duties, or require such Employee not to attend for work, for all or part of the notice period. The Employee shall also be required to perform the necessary transition activities as may be indicated by the Company, including but not limited to the handover of work to the assigned personnel of the Company. If the Employee fails to provide the Company with the minimum period of notice set out in this clause, the Company shall be entitled, in its sole discretion, to deduct from any final termination payment payable to such Employee on termination (including remuneration and accrued leave entitlements) an amount equivalent to the shortfall in the notice period. The Employee agrees that if these amounts are insufficient to cover the shortfall in the notice period, the Employee will owe to the Company an equivalent amount as a debt, due and payable on the termination of the employment.

5.4 In case the Employee is found absent for five consecutive days without any lawful permissions or authorizations, the Company shall deem that he/she has abandoned the job on his / her own accord and therefore, his / her name would be struck off from the muster roll of the Company without any notice in this regard. In such an event, the Employee acknowledges and agrees that the Company shall still be entitled to demand any amount due from the Employee in lieu of the monies owed by the Employee to the Company. Any such equivalent amount shall be treated as a debt, due and payable immediately on demand by the Company.

5.5 Garden Leave: The Company shall be entitled to place the Employee on garden leave during the relevant notice period (whether pursuant to resignation or termination). The Company reserves its right during the garden leave to:

i. cease to vest in, or assign, any powers or duties or to provide any work to the Employee; ii. change the destination or duties as the Company deems appropriate;

iii. prevent the Employee from contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of the Company;

iv. exclude the Employee from the premises of the Company; and/or

v. announce to employees, clients, customers, vendors and other relevant persons of the Company that they have been given notice of termination or that you have resigned.

During the garden leave, the Employee shall continue to be employed by the Company and shall be paid salary and other applicable benefits. He/she shall be required to comply with any conditions laid down by the Company during the period of garden leave, and duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this Agreement.

5.6 Post-termination obligations: On termination of this Agreement, howsoever arising, Employee shall, at the request of Company, resign from all offices held by him, and should

he fail to do so, Employee hereby irrevocably authorises the Company to appoint any person in his / her name and on his / her behalf to sign any documents or do any things necessary or requisite to give effect thereto, and Employee shall return to the Company all property of or relating to the business of the Company which is then in his / her possession or control.

Further, the Employee shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of his / her responsibilities and ensure that the Company is aware of all matters being handled by him/her.

Upon termination of Employee's employment with the Company for any reason, he/she shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company and return all writings, files, records, correspondence, blueprints, literature, contracts, records, lists, notebooks, notes and other documents and things (including any copies thereof) relating to the business of the Company or its clients, subsidiaries or affiliates.

The Company reserves the right not to relieve the Employee of his / her employment in the event that all the Company's documents/property / Confidential Information in his / her custody has not been properly handed over by him/her to an authorised representative of the Company.

6. Restrictive Covenants

6.1 Conflicts of Interest: Employee agrees to devote all of his time and efforts during his / her employment under this Agreement to the performance of his / her duties as assigned from time to time. During his / her employment hereunder, Employee shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company. During the period of Employee's employment with the Company, he/she may not, directly or indirectly, have an interest in or render services to any person or entity directly or indirectly in competition with the Company without the prior written consent of the Company.

As a full-time employee of the Company, the Employee shall avoid actual or apparent conflicts of interest, including, without limitation, any personal interest outside the Company, which could be placed ahead of his / her obligations to the Company and its investors. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in the discharge of his / her duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

6.2 Confidentiality: Please refer to the terms of the confidentiality and non-disclosure agreement which is incorporated in this Agreement by reference. For the avoidance of doubt, any information shared with the Employee pursuant to this Agreement is strictly confidential. These terms and conditions shall not be disclosed or discussed with anyone.

6.3 Non-solicitation: The Employee covenants, undertakes and agrees that during the Term of this Agreement, and for a period of 2 years thereafter, he/she will not, except with the prior written consent of the Company, directly or indirectly;

6.3.1 attempt in any manner to solicit business from or contract with (a) any current or potential customer/ client of the Company or any of the Group Companies, or (b) any firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company; or

6.3.2 attempt to persuade any person, firm or entity, which is a current or potential customer/client of the Company, to cease doing business or to reduce the amount of business that any such client/investor has customarily done or might propose doing with the Company or any of the Group Companies; or

6.3.3 employ, solicit, incite, canvass or attempt to employ or contract or assist anyone else to do such acts with any person who is in the employment of the Company or any of the Group Companies (including any person who was an employee at any time during the preceding six calendar months). Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of the Group Companies to terminate their respective contracts of employment with the Company.

6.4 Intellectual Property Rights: The Employee shall be required to disclose promptly, completely, and in writing to the Company any invention, discovery, invention, methodology or improvements made thereto, secret process, trade secret, know-how, design, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts, processes, software applications or products, conceived, developed or discovered by the Employee, either individually or jointly with others, during Employee's employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. The Employee agrees to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. The Employee agrees to assign to the Company any and all rights, titles and interests, including, but not limited to, copyrights, trade secrets, and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. The Employee agrees that all the work performed by the Employee and all Inventions, information, materials, products and deliverables developed by the Employee while in the employment of the Company shall be the exclusive property of the Company, and all title and interest therein shall vest in the Company. If and when required by the Company, the Employee shall, at the Company's expense, take out or apply for letters of patent, licenses or other rights, privileges or protection as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. The

Employee shall execute and do all instruments, acts, deeds and other things which the Company may require for assigning, licensing any Inventions made during the Term of his / her employment with the Company, which shall vest with the Company, including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, Employee agrees that Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by the Employee during the performance of Employee's services. At the end of employment, the Employee must: (a) deliver to the Company all intellectual property in the Employee's control, and then (b) irretrievably delete all intellectual property held electronically in any medium in the Employee's control.

6.5 Reasonableness of Restrictions: Employee agrees that the confidentiality provisions and the restrictive covenants set out in this Agreement are fair, reasonable and necessary and are reasonably required for the protection of the Company having regard to the nature of the duties he/she is required to perform. Employee agrees and acknowledges that the Company enters into these provisions and covenants for itself and as agent on behalf of the Company and so may act for itself or on behalf of the Company in relation to the seeking of any remedy against him/her. The Employee also agrees and acknowledges that any breach by him/her of any provision of the said clauses will cause irreparable harm to the Company. Therefore, in addition to monetary damages and/or reasonable attorney's fees, the Company shall have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the said clauses and enjoin the breach or threatened breach (without posting any bond or other security). These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have under law.

6.6 Restrictive Covenants – General: Each of the restrictions above shall be construed as a separate and independent restriction, and if one or more of the said restrictions (or any part of them) is found to be void or unenforceable, the validity of the remaining restrictions (or any part of them) shall not be affected.

Without prejudice to the above, in the event that any of the above restrictions is found to be void or unenforceable, the Parties agree that they will negotiate in good faith to replace any such provision with a suitable substitute provision which will maintain as far as is possible the purpose and effect of this Agreement.

6.7 Personal Data Protection: In this Clause 6.7, the following terms are defined as follows:

"Personal Data" means any information about the Employee, including but not limited to his / her name, address, references, bank details, PAN, Aadhar, salary, stock options, performance appraisals, work skills and career achievements, vacation, other benefits, sickness, work records, management and organisational appraisals and data held for

employment law purposes, and shall include information about any next of kin, if appropriate, and/or other persons about whom data may be collected, and;

"Processing" or "Process" means carrying out any operation or set of operations on Personal Data including, but not limited to, collecting, obtaining, organising, consulting, using, disclosing, or destroying.

The Employee acknowledges and agrees that the Company, by itself or through third parties, will process Personal Data and that this personal data is required for and will be used by the Company for maintaining employee records, assessing employee compensation and benefits, for training and development, for disciplinary, for appraisal

and for emergency purposes. Further, in the course of the Employee's appointment and employment, the Company will collect, retain and process his/her Personal Data for the purposes of monitoring conduct, discipline, and performance at work (including monitoring the use of any telephone provided by the Company, e-mail account provided by the Company and browsing of the internet using Company-sanctioned official work devices and administering compensation and benefits (including pension and any insurance to which the Employee may be entitled. The Company may also use this information for personnel matters, including making decisions about the Employee's role in the organisation and in relation to disciplinary matters.

The Company may process the Employee's sickness records and any medical report provided for the purposes of monitoring sickness and absence and making decisions about the same. The Company may also use his / her Personal Data so that it can monitor compliance with the law, Company policies and best practices, for example, in relation to equal opportunities and discrimination. In addition, the Company may also use his / her Personal Data for any other personnel, administration and management purposes in connection with his / her employment.

The Employee further understands and agrees that Personal Data may, if necessary for the above-mentioned purposes, be transferred to third parties, the advisors, attorneys, forensic consultants, and third parties providing products and services, including IT systems suppliers, audit, insurers, bankers, administrators, pension providers, payroll administrators or matter of benefits or entitlement scheme and medical practitioners providing medical services to employees, if applicable investigators, and to any other relevant service provider and/or companies engaged to the Company to provide employment-related services on the behalf of the Employee. The Company shall thereof provide a standard of protection to the Employee's personal data so transferred that is comparable to that which is provided under the applicable law, including but not limited to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (as amended from time to time) or any statutory enactment in replacement thereof.

The Employee hereby consents to the disclosure of his / her Personal Data when required by applicable law or court order or as requested by any governmental authority or law enforcement authorities or to such other persons as the Company reasonably believes is necessary to protect the Company's rights or properties, or in circumstances which the Company reasonably considers to be directly related to and for the purposes of which the Personal Data is collected.

The Personal Data Processed by the Company will be retained for such period as may be prescribed under applicable law or as per the standard procedures adopted by the Company. Personal Data, whether stored in electronic or hard copy form, will be accessible only by authorised officers or employees of the Company. If the Employee wishes to access, review, and correct his / her Personal Data, he/she may make a request to the relevant

officer of the Company designated in this regard, as per the extant applicable Company policies.

By signing this Agreement and the undertaking as contained in Schedule III, the Employee expressly consents to the recording, Processing, use, disclosure and transfer of his / her Personal Data during and after his/her employment. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

7. Representations and Warranties

7.1 The Employee hereby represents and warrants to the Company that:

i. the acceptance and execution of this Agreement and the performance of his / her obligations contemplated herein by him/her, does not and shall not (a) violate any applicable law; (b) contravene the terms of any judgment, order, ruling or decree passed in relation to him/her; or (c) result in a breach of, or constitute a default under any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships;

ii. he/she has executed and delivered this Agreement as his / her free and voluntary act after having determined that the provisions contained herein are of benefit to him/her, and that the duties and obligations imposed on him / her hereunder are fair and reasonable and will not prevent him/her from earning a comparable livelihood following the termination of his / her employment with the Company;

iii. he/she is able to perform the contemplated duties of engagement without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed by him/her to the Company; iv. he/she also represents and warrants that he/she is not prohibited from accepting this Agreement or performing services under it by any non-competition, non-solicitation, antipiracy agreement, relationship agreement or any other restrictions;

v. he/she will not bring to the Company, or use or disclose in the performance of his / her responsibilities, any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he/she has obtained written authorisation for its possession and use, and which written authorisation has been shared with the Company;

vi. he/she retains the skills and necessary qualifications required to perform

duties/tasks/positions as he/she has claimed in the resume;

vii. he/she shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company's policies, rules, regulations, and procedures;

viii. he/she acknowledges and understands that all acts subversive of good conduct and discipline, like insubordination, negligence, corruption, bribery, fraud, forgery, misappropriation, etc., would warrant strong disciplinary action from the Company;

ix. he/she shall always maintain Company property in good condition and shall return all property to the Company in his / her possession prior to relinquishment of charge;

x. he/she has read and fully understood the terms and conditions set forth herein, has had adequate time to reflect on and consider the benefits and consequences of entering into this Agreement; and

xi. all the testimonials and information provided by the Employee are accurate and true.

8. Indemnity

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the company as a result of (a) his/ her acts, omissions, gross negligence or willful misconduct during the course of his / her engagement; (breach of applicable laws and regulations during the course of his / her engagement; (c) any breach of terms and conditions, representations and covenants as contained herein; and (d) infringement of intellectual property rights of the company or any other person.

It is agreed that prior to claiming indemnity from the Employee, the Company shall provide a reasonable opportunity to the Employee to prove his / her innocence or that he/she did not act intentionally or negligently.

9. Company Policies

The Company shall be entitled to make policy declarations from time to time pertaining to matters including but not limited to leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on the Employee and shall override this Agreement to that extent.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in all respects in accordance with the laws of India and shall, subject to the provisions of Clause 10.2, be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

10.2 Dispute Resolution: The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation between the Company and Employee.

Any dispute or claim, which is not amicably settled between the Parties within thirty (30) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by a sole arbitrator appointed by the Company. The arbitration shall be subject to and in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bengaluru, Karnataka unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language, and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve either Party of their respective obligations under this Agreement. Nothing in this section is intended to prevent either Party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The Parties shall bear equally the costs of the arbitration. Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit. The provisions of this clause relating to arbitration shall survive termination of this Agreement.

10.3 Entire Agreement: This Agreement and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to the subject matter of this Agreement. This Agreement may be amended at any time if mutually agreed upon between Parties in writing.

10.4 Notices: Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered email to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause 10.4):

To the Company:

Address: Ditto Insurance, Tacterial Consulting Private Limited, 2nd floor, 175 - 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 and
Email: hr@joinditto.in

To the Employee: To the address and email available in Company records and as submitted by the Employee.

All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile/email, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received or when delivery is refused.

10.5 Waiver: The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

10.6 Severability: If any provision of this Agreement shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

10.7 Assignment: This Agreement may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of the Company's assets, provided such successor assumes all of the obligations of the Company. The Parties expressly declare that they do not intend this Agreement to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

10.8 Independent Remedies: Termination of employment shall be without prejudice to any right that the Company may have in respect of any breach by Employee of any of the provisions of this Agreement, which may have occurred prior to such termination.

10.9 Survival: The provisions of this Agreement, which by their nature are intended to survive the termination or expiration of this Agreement, including, without limitation, the provisions of Clauses 5, 6, 8 and 9, shall survive the termination of this Agreement.

10.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement may be delivered by fax or email transmission. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their hand/electronic signatures or the hand/electronic signatures of their duly authorised representatives, as the case may be, as of the day and year set forth above.

TACTERIAL CONSULTING PRIVATE LIMITED:
Signature:

Name: Bhanu Harish Gurram

Designation: CEO & Director

EMPLOYEE:
Signature:

Name: **VAISHNAVA S A**

<u>Schedule-I</u> – Remuneration and Benefits

Salary Structure (in INR)

Basic Salary	1,60,000/ year
House Rent Allowance	64,000/ year
LTA allowance	20,000 / year
Fixed bonus (Paid Monthly)	1,56,000/ year
Health Insurance	38,400 / year
Employer PF Contribution	11,600/ year
Total CTC	4,50000/year
Deductions: TDS	As may be applicable
Deductions: Employee PF Contribution	21,600 / year
Deductions: Professional Tax	2400/ year

Health Insurance	You are eligible for health insurance as per the company policy. This will be communicated separately

Schedule-II –Misconduct

The following may be considered acts of gross misconduct (the list not intended to be exhaustive), which may result in dismissal under clause 5 of this Agreement:

a. material or persistent breach of the terms of this Agreement, employment or failure to perform assigned duties;
b. failure to comply with the reasonable directions of the Company;
c. becoming bankrupt or making arrangements or compositions with Employee's creditors;
d. commission of any act which, in the opinion of Company, is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
e. inconsistencies discovered or an unfavourable report issued in background verification;
f. Employee becoming of an unsound mind;
g. Employee losing the right to work and reside in India or not being a citizen or permanent resident of India or invalidation, cancellation or revocation of work permit or employment pass, for whatever reason;
h. submission of false documents or giving false information or details about or in connection with himself/herself;
i. conviction of criminal offences or an offence involving moral turpitude;
j. conviction by a court of law for a serious criminal offence, which brings the Company into disrepute;
k. breach of trust or negligence;
l. insolent behaviour or breach of discipline;
m. to be found intoxicated or otherwise violating the rules and regulations of the Company;

n. refusal to undergo a medical examination ordered by Company, all expenses of such examination being covered by Company;
o. injuring the reputation and good name of the Company;
p. making known information concerning the Company, it's business or any of its customers, clients or any information which may come to Employee's knowledge in the course of employment with the Company;
q. willful insubordination or disobedience, whether or not in combination with one another;
r. going on an illegal strike or inciting, abetting or instigating or acting in furtherance thereof;
s. willfully slowing down in the performance of work or being involved in abetting or instigating thereof;
t. theft, fraud, misappropriation or dishonesty in connection with Company's business or clients or property;
u. being habitually absent without leave or overstaying the sanctioned leave without sufficient grounds or proper, satisfactory explanation;
v. habitual late attendance at work;

w. taking bribes or any illegal gratification whatsoever;
x. habitual neglect of work or gross or habitual negligence;
y. concealment of internal information and misrepresentation of material facts;
z. receipt or use of funds or other assets in exchange for confidential information or the performance of illegal acts;
aa. disloyalty or serious breach of confidentiality or security;
bb. any action which could lead to the loss of the Employee's individual registration status with a financial regulatory body;
cc. misuse of Company computer systems, including but not limited to excessive access to non-work related Internet sites;
dd. deliberate tampering with or unauthorised use of computer hardware or software; ee. verbal or physical abuse of employees of the Company or its clients; ff. willful damage to property belonging to Company or its clients; gg. undertaking secondary or additional employment;
hh. serious negligence, which causes unacceptable loss, damage or injury;
ii. harassment on the grounds of sex, race, caste, religion, age, marital status, sexual orientation, gender identity or disability of fellow employees or any other person whilst on Company business;
jj. willful disregard for health and safety rules;
kk. failure to follow procedures established by the Company to guard against theft, fraud or the commission of other unlawful or grossly negligent acts (including serious breaches of compliance procedures);

ll. benefiting directly or indirectly, from secret/illegitimate profit arising out of Company business/interests;

mm. unauthorised use or sale of alcohol or drugs on Company property; nn. any action which could adversely affect the image or reputation of the Company.

Schedule III – Use of and Transfer of Employees' Personal Data

As our employee, the Company collects and updates your personal information in relation to your employment. We will use or process your personal information for administrative, management, analysis and assessment purposes in connection with your recruitment, employment and remuneration. On occasions, the Company may need to disclose information about you to third parties, and that includes providing your business contact information to business partners or customers, as well as including your CVs or bios in our tender bids. The Company will only use information held about you in ways that are consistent with your employment, the business of the Company and all the principles of the applicable data protection laws.

Further, certain operations of the Company are handled by our affiliates or third-party service providers, including HR, payroll, contract management and billing. Therefore, as part of its operations, the Company may need to transfer and disclose your personal information to our affiliates and these third-party service providers for purposes in relation to your employment and for carrying out each party's duties under your employment contract.

Your personal information, which may be collected by us and transferred, includes (but is not limited) to your name, phone number, address, bank account, PAN, Aadhar, health records, medical certificates, CVs, and appraisal forms. We take reasonable steps to hold information securely in electronic or physical form. We store information in access-controlled premises or in electronic databases requiring logins and passwords.

Undertaking:

I confirm that I am voluntarily sharing my personal information with Tacterial Consulting Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at C/O CIIE Initiatives, CIIE Building, near IIM New Campus, Vastrapur, Ahmedabad, Gujarat, India – 380015 and branch address as well as a place of correspondence at 175 176 Billekahalli, B G Road, Bengaluru, Karnataka, 560076 for the following purposes as provided in this Agreement including but not limited to:

i. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification.
ii. Processing my job application, including background verification checks.
iii. Employment-related actions including but not limited to record keeping, processing compensation and/or benefits and any action required in the context of my employment with the Company.

In this context, I agree to the retention of such personal information by the Company for any future reference/verification and authorise the Company to transfer the same to a third party.
I understand that personal information means any information relating to me that is available with the Company and is capable of identifying me.

Name: **VAISHNAVA S A**

Signature: Date:

Schedule IV – Leave Policy

You are entitled to a total leave of 25 days per year.

i. Vacation leave: A total of 12 days will be credited as Vacation leave, out of which 3 leaves will be credited at the beginning of every quarter, i.e., in April, July, October, and January.
ii. Wellness leave: In our effort to value our employees' physical and mental well-being, we offer 6 days of wellness leave which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year.
iii. Sick leave: We offer 6 days of sick leave, which an employee can take as per requirement. 3 days will be credited in April and 3 days in October of every year. We also offer Covid Care leave if an employee tests positive for Covid-19.
iv. Bereavement leaves: In case of death or critical illness of an immediate family member, an employee can avail of this leave subject to a maximum of 7 days.
v. Marriage leave: A total of 7 days are credited to any employee for marriage leave. vi. Maternity leave: As per the government mandate, if an employee has worked for a minimum of 80 days, they will be credited with 26 weeks of paid maternity leave.
vii. Paternity/Adoption leave: A total of 7 days are credited to any employee for paternity/adoption leave.
viii. Birthday leave: An employee will get 1 day's leave for his/her birthday.
ix. Menstrual leave: Women employees are provided with a maximum of 12 paid days per calendar year. 1 day may be taken every month.

During the probation period, i.e., the first 3 months of your employment with the company or such extended period, in the event the probation period is extended, you can take up to a maximum of only 6 days as leave (all inclusive).

Resilience Health Private Limited

#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

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Sub: Offer of Employment

Dear AKSHATHA MOHAN NAYAK,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019.
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

Saravanan Neel

Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited

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Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

This offer is valid till **November 14th, 2020**. Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

* https://web.silveroakhealth.com/candidate-privacy-policy

Signature Dat

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Sub: Offer of Employment

Dear AKUIA SUDESHNA GUPTA,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

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Annexure A Salary Structure

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Monthly Components (A)		
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House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
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**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

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17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Sub: Offer of Employment

Dear NIGAR SULTANA

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

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Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
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Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
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Total Annual Benefits:		**14,892**
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* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

Dat

Resilience Health Private Limited

#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

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Sub: Offer of Employment

Dear ANVITHA T C,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019.
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

Saravanan Neel

Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited

#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

This offer is valid till **November 14th, 2020**. Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

* https://web.silveroakhealth.com/candidate-privacy-policy

Signature Dat

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17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

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Sub: Offer of Employment

Dear C BINDHYA,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019.
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited
#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
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Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

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Sub: Offer of Employment

Dear CHICKY R MARAK,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited

#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

* https://web.silveroakhealth.com/candidate-privacy-policy

Signature Dat

Resilience Health Private Limited

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17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Sub: Offer of Employment

Dear DEVARASETTI ARUN KUMAR,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019.
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited

#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

* https://web.silveroakhealth.com/candidate-privacy-policy

Signature Dat

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#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Sub: Offer of Employment

Dear MIRSHA K MADHU

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited
#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

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#447, 1st Floor, Sai Heights
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Sub: Offer of Employment

Dear MOUNA SUDHEER NAIK

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited
#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
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Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Validity of this Offer Letter

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

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17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

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Sub: Offer of Employment

Dear PEZACHUTUO KENSE,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before.
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited

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17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

* https://web.silveroakhealth.com/candidate-privacy-policy

Signature Dat

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#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Sub: Offer of Employment

Dear PRAMOD K

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited
#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

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Signature

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Sub: Offer of Employment

Dear PRIMA ANJALI NARZARY

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

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We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

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Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

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Sub: Offer of Employment

Dear RENJITHA .T.R

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

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We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

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Annexure A Salary Structure

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Monthly Components (A)		
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Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

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Signature

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Sub: Offer of Employment

Dear SABNA.T

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019

Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
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- Two copies of your recent Passport size color photographs.

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We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

Saravanan Neel

Saravanan Neel
Chief Operating Officer

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Annexure A Salary Structure

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Total Annual Benefits:		**14,892**
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Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

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Signature

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Sub: Offer of Employment

Dear SADAF AMBREEN SAIYAD

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019

Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
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- Two copies of your recent Passport size color photographs.

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We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

Saravanan Neel

Saravanan Neel
Chief Operating Officer

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Annexure A Salary Structure

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Monthly Components (A)		
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Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

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Signature

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Resilience Health Private Limited

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Sub: Offer of Employment

Dear VEDULA INDRANI,

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before.
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

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Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited

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Annexure A Salary Structure

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Company's Contribution to PF (B)	1,800	21,600
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Patent Allowance#		**51,308**
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Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

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Signature

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Sub: Offer of Employment

Dear VUMMADISINGU KEERTHANA

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
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Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

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Annexure A Salary Structure

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Patent Allowance#		**51,308**
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*

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Signature

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Sub: Offer of Employment

Dear RACHEL NITHYA KARAT

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
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We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited
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Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
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Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

Dat

Resilience Health Private Limited
#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Sub: Offer of Employment

Dear ROSHINI.R

Congratulations! We are delighted to offer you full-time employment as **"Product Engineer"** with Resilience Health Private Limited (to be referred as company) on terms and conditions, which have been mutually discussed and contingent upon satisfactory completing your Background verification. As part of background verification and on boarding, we collect personal information including copies of Aadhar, PAN card etc,. Such data will be used for verification and on-boarding purposes only. You agree and acknowledge that you have read our privacy policy* and fully understand your rights to access, correct or withdraw your information.

Location: Your work location would be Bangalore, Karnataka.

Date of Joining: Your expected date of joining is on or before June 5th, 2019
Compensation: Your Gross Annual compensation details are attached in Annexure A.

Mandatory Documents: You are requested to submit copy of each document mentioned below:

- Highest Degree Certificate (Bachelors / Masters whichever applicable).
- Relieving Letter from Current Employer.
- Last two (2) Salary Slips and Latest Salary Certificate.
- PF & UAN number, in case you want to transfer your PF amount from your previous employer PAN card copy
- Aadhar card copy
- Two copies of your recent Passport size color photographs.

As a member of Resilience Health Private Ltd. team, we would ask for your commitment to deliver outstanding quality and results that exceed expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Resilience Health Private Ltd. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,
Saravanan Neel
Saravanan Neel
Chief Operating Officer

Resilience Health Private Limited
#447, 1st Floor, Sai Heights
17th Main, 17th Cross, HSR Layout, Sector 4, Bangalore 560102 Tel: +91 80 41492100 | Web: www.silveroakhealth.com

Annexure A Salary Structure

Salary Components	Per Month (Rs.)	Per Annum (Rs.)
Monthly Components (A)		
Basic	12,800	1,53,600
House Rent Allowance	5,120	61,440
Special allowances / FBP**	7,680	92,160
Total Monthly Gross Salary:	**25,600**	**3,07,200**
Company's Contribution to PF (B)	1,800	21,600
Annual Benefits (C)		
Mediclaim/Health Insurance Premium		7,500
Gratuity		7,392
Total Annual Benefits:		**14,892**
Gross Total (D = A + B + C)	**27,400**	**3,43,692**
Software Labs Performance Bonus Potential*		**55,000**
Patent Allowance#		**51,308**
TOTAL CTC		**4,50,000**

**FBP – FBP components include Food Allowance, LTA, Professional Development and Books & Periodicals.

* The Payment of Annual Bonus is governed by the Silver Oak Health Software Labs Performance Bonus Potential Plan. The final bonus payment is based upon the achievement of performance goals agreed between Employee and Silver Oak Health from time to time.

Patent allowance is provided to recognise the innovation our employees bring to the company. Patent Allowance is governed by the Patent Allowance Plan and is paid upon the grant of the patent.

Validity of this Offer Letter

Kindly confirm the acceptance of the offer along with date of joining in writing on or before the above-mentioned date. The offer stands automatically withdrawn thereafter, unless the offer validity date is extended and communicated to you in writing or via email. This Offer of Employment supersedes all prior communications - written and verbal with you, if any in this regard.

Note: *On the date of joining Human Resource Official will hand over the original copy of 'Employment Agreement' with complete terms and conditions.*

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

*

https://web.silveroakhealth.com/candidate-privacy-policy

Signature

Dat

Sirma Business Consulting (India) Private Limited
Branch Office Address: #113/1, 4th Floor, Block A, SRIT House, ITPL Main Road, Kundalahalli, Bangalore - 560 037 Tel: +91 88847 70008 Website: www.sirmaglobal.com

To,

Employment Offer Letter

Dear AGLAWE PIYUSH ASHOKKUMAR

Congratulations! We are pleased to confirm that you have been selected to work for **Sirma Business Consulting (India) Private Ltd**. We are delighted to make you the following job offer

A. Designation : Analyst Trainee

B. Commencement date : 12th-April-2019

C. Location : Bangalore

D. CTC : 300000 L.P.A

Kindly report to the undersigned on 12th-April-2019 at 10.30 pm, for documentation and orientation. In case you fail to report by the date and time mentioned herein, this offer shall stand withdrawn automatically. If this date is not acceptable, please contact the undersigned immediately

At the time of your joining, you are required to bring one copy of each of the below-mentioned documents along with the originals (to verify against the copy) and submit the same to the Onboarding team.

a. Original Offer Letter
b. Passport
c. Pan Card
d. Aadhar Card
e. 10th Std (Mark sheet & Certificate)

CIN: U72900KA2015PTC079413

SIRMA
SOLUTION YOU CAN BANK ON

Sirma Business Consulting (India) Private Limited

Branch Office Address: #113/1, 4th Floor, Block A, SRIT House,
ITPL Main Road, Kundalahalli, Bangalore - 560 037

Tel: +91 88847 70008
Website: www.sirmaglobal.com

f. 12th Std (Mark sheet & Certificate)

g. Graduation documents - Convocation / Degree Certificate & Mark sheet of All Semester

h. Post-Graduation - Convocation / Degree Certificate & Mark sheet of all Semesters

i. Experience/Relieving Letters of all the previous companies

j. 3 Pass-port size photographs with white background

That this offer letter shall not be constructed as an appointment letter. Your appointment for the above-mentioned designation will be confirmed once you do the following: (i) documents submission and verification; (ii) acceptance to appointment letter; (iii) signing and execution of the Non-Disclosure Agreement, (iv) Employment agreement confirming that you would serve the company for a minimum period of 24(twenty-four) months' including your 6 (Six) months' probation period

Additional Terms

1. **Recruitment Process:** You acknowledge and accept that the company, towards your recruitment, and other allied recruitment activities, has incurred considerable time and expenditure and you, by accepting this letter, hereby represent and assures the company that you are accepting the employment, provided by the company, and you will join on the specified date of joining.

2. **Compensation**: You further acknowledge and accepts that you, for any reason whatsoever, after accepting the employment do not join the company shall without any protest compensate the company or the company shall have a right to recover you, whichever is more, (i) liquidated damages amounting to your 15 days salary; or (ii) damages equivalent to the actual cost of your recruitment incurred by the company.

We are confident you will be able to make a significant contribution to the success of our Company and we look forward to working with you.

Yours sincerely

Nageswara Rao Korlepara
CEO & Director
For Sirma Business Consulting (India) Private Ltd.

CIN: U72900KA2015PTC079413

Engagement Letter

Dear R RAMYA LAXMI,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

Tesco Bengaluru (CIN – U72200KA2003PTC032530)
Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500 www.tescohsc.com

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with
the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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(collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2019**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

Tesco Bengaluru (CIN – U72200KA2003PTC032530)
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Engagement Letter

Dear RAKESH RAO G ,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

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a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

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a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with
the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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(collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2020**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

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c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

Tesco Bengaluru (CIN – U72200KA2003PTC032530)
Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500 www.tescohsc.com

Engagement Letter

Dear RAKSHA SAVANTH S M,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

Tesco Bengaluru (CIN – U72200KA2003PTC032530)
Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500 www.tescohsc.com

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with
the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2020**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear RAMU P,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

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d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear RANJITA GOURISH NAYAK,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

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Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
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Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear RASHMITHA S R,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

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2. Confidentiality agreement:

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Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500 www.tescohsc.com

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with
the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2020.**However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SAIF PASHA,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

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c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SHIVAPRASAD D V,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
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Engagement Letter

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Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

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2. Confidentiality agreement:

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Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500 www.tescohsc.com

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with
the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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(collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2020**. However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SWATHI N S,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

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b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

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4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

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purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear SYED BURHANUDDIN AHMES,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

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Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
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Engagement Letter

Dear SYED SADATH,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

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2. Confidentiality agreement:

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Regd. Office : # 81 &82, EPIP Area, Whitefield, Bangalore – 560 066. : +91-80-66588000 Fax : +91-80-66664500 www.tescohsc.com

a. You will not, during continuance of this internship and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

5. **Postal address** – You will keep the Company informed of the postal address along with contact number for communication. You will also keep the Company informed of the changes that may occur in your postal address and contact number during your Internship Period with the Company.

6. **Intellectual Property and Information Security**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your internship with
the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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(collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your internship training with the Company you will also be bound by the Information Security Policy of the Company and its amendments from time to time. Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously and shall also be liable for serious consequences including termination of internship training.

e. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same.

7. Separation/Termination– Your internship period with us will conclude on **7 February 2020** However, depending on the tenure of your Apprentice training the following written notice period shall apply.

Tenure	Intern Notice Period
Up to 6 months	1 Week (7 calendar days)
Beyond 6 months	1 month (30 calendar days)

Absence for consecutive period of 3 working days without prior approval of your Guide (including overstay of leave), would be deemed to be abandonment of internship your internship with the Company shall automatically come to an end without any notice or intimation.

The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

8. Post termination- On completion / termination of internship, you will immediately surrender to the Company all specifications, documents, literature, drawings, records, assets, laptop, etc., belonging to the Company or relating to its business and shall not take or retain any copies of the said items as well as a copy of your Internship Diary.

9. Discipline

a. You shall be expected to abide by the policies, rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

10. Verification- You will be liable to go through a third party driven background verification. In the unlikely event that the background verification comes as negative, then this Internship agreement will be terminated immediately in the sole discretion of the Company. You will need to mandatorily provide all necessary information and documents to facilitate the background verification documents, and non-compliance of this will lead to withdrawal of the internship offer.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear THOMAS DOMNIC,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

During your Internship Period, you will be given on the job training which will include projects, tasks and assignments to develop your learning in the Vertical, and the Company expects you to undergo training/learning as an intern with a high standard of initiative and efficiency. You shall devote yourself exclusively during the Internship Period to undergoing the internship and not seek internship or other opportunities with any third party.

During your Internship Period, you shall maintain a record of all your internship activities, including your projects, tasks and assignments performed, in the format as may be prescribed by the Company from time to time ("**Internship Diary**") and diligently update your Guide about the same on a periodic basis.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

General Terms and Conditions:

1. Place of internship/ PPO – You would be based out of our office in Bangalore.

2. Confidentiality agreement:

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b. You shall treat all information obtained during the course of your internship with the Company, either directly or from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients, modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your internship with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to you prior to your internship with the Company.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your internship and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your internship activities in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis

3. **Leave** - You are entitled for leave of one day per month You will also be entitled to 12 days of sick leave per annum and pro rata for a period less than 1 year during the internship period.

4. **Working hours** - We work 5 days a week, with 9 hours of work per day. However, any change to this will be conveyed to you from time to time. Holidays as followed at Tesco will be applicable to you.

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the Company or thereafter, you are not permitted to use any IPR of the Company. For
purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets

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(collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your internship training with the Company.

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

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The Company is also entitled to terminate your internship immediately without stipend or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc., or for any other reason or for any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; The Company would also reserve its right to terminate your internship without assigning any reason by serving a notice of one month in case of tenure more than six months and one week for tenure up to six months.

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b. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

c. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your internship. The Company shall have the right to vary or modify any or all the above terms and conditions in its sole discretion and which shall be binding on you.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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Engagement Letter

Dear VANI H V,

With reference to the discussion, we are pleased to offer you the opportunity of undergoing full-time opportunity with **Tesco Bengaluru Private Limited ("Company").**

Term: You will be engaged as an apprentice for the term of **6 months commencing from 7 August 2019**. You shall report to us in our office located at No.81 & 82, EPIP Area, Whitefield, Bangalore-66, on or before the commencement of your Internship Period. During your internship, you will be assigned to the Business Transformation vertical, where you will work under the guidance of Suman Jha. Your line manager for the duration of the internship will be Sankha Mahapatra.

Stipend: During your internship you will be paid a consolidated sum of **25,000 per month (Twenty-Five Thousand), post probation period your CTC would be INR 8,00,000 lakhs (per annum).** You understand and agree that internship will not in any way (i) be deemed or construed as an offer of employment from the Company, either during or post the Internship Period (as defined above) or, (ii) entitle you to any employment wages or benefits (or incentives). This internship does not entitle you to claim any other additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of the Company.

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This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore. Furthermore, for avoidance of doubt, this engagement letter shall always remain subject to the Internship Policy, other applicable policies of the Company and applicable laws. Accordingly, in case of any conflict between the terms of this engagement letter and the Company's policies (or applicable laws, as appropriate), the Company's policies shall take precedence.

Sincerely,

Pavithra Rao
Manager – Talent Acquisition
For and on behalf of
Tesco Bengaluru Pvt. Ltd

By signing below, I acknowledge that I have read and understood the terms of my employment with Tesco and hereby accept and agree the same, including without limitation, all the annexures attached herein:

Name: _____ Signature: _____ Date: _____

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RE: OFFER LETTER

NAME CHINKI AHMED
Position: Behavior Therapist

Dear CHINKI AHMED

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1st April 2019. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary in inclusive of all taxes. Necessary deductions to be made in monthly salary.
This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

RE: OFFER LETTER

NAME MAHALAKSHMI G
Position: Behavior Therapist

Dear MAHALAKSHMI G

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

Your employment will be subject to an introductory period of 60 (days) during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company.

Your joining date is 1st April 2019. You will be working in one of our Bangalore Centres and will report to Janhavi Kelaskar, Centre Head. **Once your training period (Physical, clinical and theoretical training) is over, and you start working independently with clients,** your compensation and benefits package will include the following:

- Annual salary of Rs 400000
- Sick time per the Employee Handbook and National Legislations where applicable

The annual salary in inclusive of all taxes. Necessary deductions to be made in monthly salary.
This offer of employment is contingent on the successful completion of pre-employment physical/medical assessment, background check and exhibiting the basic necessary skills post joining. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the Bangalore. A list of acceptable documents is included with this letter for your reference.

The Employee Handbook will be shared with you once you join. This document will provide further information regarding the Company's policies, procedures and benefits.

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with EAS.

We look forward to having you as part of the team. If you have any questions, please do not hesitate to contact me.

Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

RE: OFFER LETTER

NAME MAHUFOOZA WAHEED
Position: Behavior Therapist

Dear MAHUFOOZA WAHEED

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

RE: OFFER LETTER

NAME MEGHANA G
Position: Behavior Therapist

Dear MEGHANA G
After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

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Date

RE: OFFER LETTER

NAME MORE SUMEDHA SRIKANTH
Position: Behavior Therapist

Dear MORE SUMEDHA SRIKANTH

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

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Date

RE: OFFER LETTER

NAME POOJA DEEKSHIT

Position: Behavior Therapist

Dear POOJA DEEKSHIT

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

RE: OFFER LETTER

NAME RADHIKAR

Position: Behavior Therapist

Dear RADHIKAR

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

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Date

RE: OFFER LETTER

NAME SAEADA HIJAB BILGRAMI
Position: Behavior Therapist

Dear SAEADA HIJAB BILGRAMI

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

RE: OFFER LETTER

NAME: SAKEENA AKHTER
Position: Behavior Therapist

Dear SAKEENA AKHTER

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

RE: OFFER LETTER

NAME SARANYA. D
Position: Behavior Therapist

Dear SARANYA. D

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of 'Behavior Therapist' at TGF World

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Sincerely,

26th March 2019

Suchitra Choudhury, M.A. Clin. Psy., BCBA,
Director
EAS – Bangalore

Acknowledged and Accepted:

_____ _____

Date

PRIVATE

February 22, 2019

Dear ABHISHEK K P

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

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c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

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Additional Benefits

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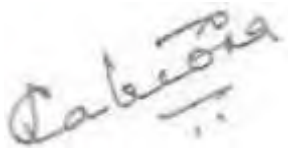
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name ABHISHEK K P
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

PRIVATE

February 22, 2019

Dear ABIMELAK TONY

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

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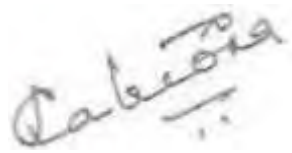
Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
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Additional Benefits

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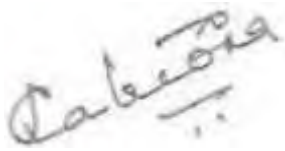
The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name ABIMELAK TONY

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ABHISHEK K P

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

ARITRI MUKHERJEE

Dear ARITRI MUKHERJEE

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

Name: ARITRI MUKHERJEE

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check

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for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name ARITRI MUKHERJEE
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name ARITRI MUKHERJEE

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

ASHLY DINESH

Dear ASHLY DINESH

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

Name: ASHLY DINESH

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check

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for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name ASHLY DINESH
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name ASHLY DINESH

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

CHANDANA S

Dear CHANDANA S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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THOMSON REUTERS

send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

Name: CHANDANA S

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check

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for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name CHANDANA S
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name CHANDANA S

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

DIGNESH SOREN

Dear DIGNESH SOREN

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

ACCEPTANCE

Name: DIGNESH SOREN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check

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for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name DIGNESH SOREN
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name DIGNESH SOREN

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

FATHMATH MINHA ADAM

Dear FATHMATH MINHA ADAM

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such

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monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the

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relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

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d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden

Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

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a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

ACCEPTANCE

Name: FATHMATH MINHA ADAM

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

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Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

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I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name FATHMATH MINHA ADAM
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name FATHMATH MINHA ADAM

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2022

GLINDA MELONY S

Dear GLINDA MELONY S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature: GLINDA MELONY S

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

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Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness

Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

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THOMSON REUTERS

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name FATHMATH MINHA ADAM
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name FATHMATH MINHA ADAM

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

JAIDEV JANARDHAN NATESH

Dear JAIDEV JANARDHAN NATESH

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such

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monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) 60 days or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements: ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year; iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do
not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period) 60 days Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden

Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

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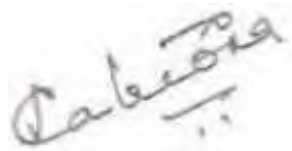
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature: JAIDEV JANARDHAN NATESH

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

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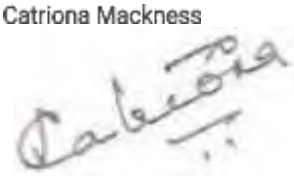
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name JAIDEV JANARDHAN NATESH
Title: Associate Master Data
Date: 22 February 2019

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Annexure IV

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual

   Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name FATHMATH MINHA ADAM

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

Dear KARTHIKA S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such

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monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the

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relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

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d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

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a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature KARTHIKA S

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

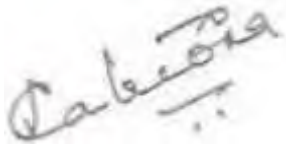
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
-

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Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name KARTHIKA S
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name KARTHIKA S

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

Dear KAVYASHREE K

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company ma

revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to su

monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for th

relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
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c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

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ACCEPTANCE

Signature KAVYASHREE K

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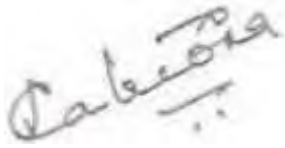
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passpor
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THOMSON REUTERS

Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name KAVYASHREE K
Title: Associate Master Data
Date: February 22, 2019

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name KAVYASHREE K

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

Dear KHATEEJA TARANNUM M

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company ma

revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to su

monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for th

relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

contract.

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature KHATEEJA TARANNUM M

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

THOMSON REUTERS

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

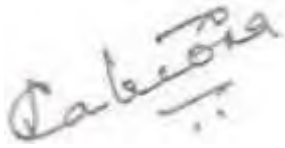
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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- Copy of Experience & Relieving letter from last employer (If applicable).
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THOMSON REUTERS

Size Photographs in White background.

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I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name KHATEEJA TARANNUM M
Title: Associate Master Data
Date: February 22, 2019

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name KHATEEJA TARANNUM M

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

Dear KONDAMARRI PRISCILLA

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company ma

revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to su

monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for th

relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

contract.

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment

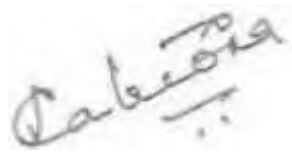
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited



Catriona Mackness

Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature KONDAMARRI PRISCILLA

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

THOMSON REUTERS

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

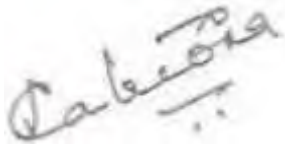
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passpor
-

THOMSON REUTERS

Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name KONDAMARRI PRISCILLA
Title: Associate Master Data
Date: February 22, 2019

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name KONDAMARRI PRISCILLA

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

Dear KRISHNAPRIYA K P

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company ma

revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to su

monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for th

relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

contract.

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,

Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature KRISHNAPRIYA K P

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

THOMSON REUTERS

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

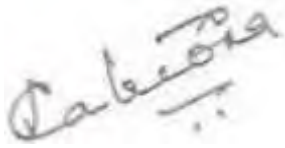
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passpor
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THOMSON REUTERS

Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name KRISHNAPRIYA K P
Title: Associate Master Data
Date: February 22, 2019

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name KRISHNAPRIYA K P

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

Dear LEAH FRANCIS

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company ma

revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to su

monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for th

relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

THOMSON REUTERS

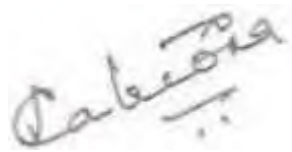
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature LEAH FRANCIS

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

THOMSON REUTERS

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

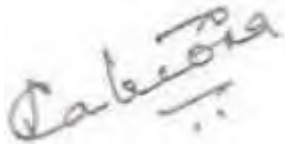
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passpor
-

THOMSON REUTERS

Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name LEAH FRANCIS

Title: Associate Master DataDate: February 22, 2019

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name LEAH FRANCIS

PRIVATE

February 22, 2019

Dear LOKESH YADAV

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

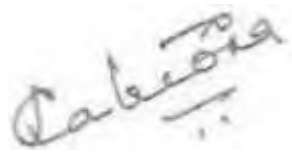
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

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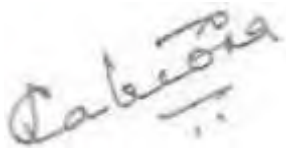
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name LOKESH YADAV

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name LOKESH YADAV

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PRIVATE

February 22, 2019

Dear MAMTHA T

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

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Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

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11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

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to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

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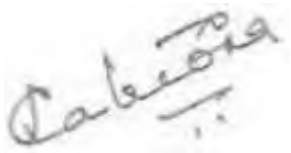
c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: MAMTHA T

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

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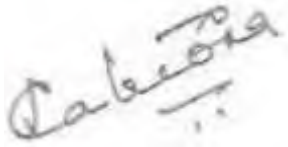
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MAMTHA T
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MAMTHA T

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PRIVATE AND CONFIDENTIAL

PRIVATE

MAPARA RADHIKA JANAK

Dear MAPARA RADHIKA JANAK

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such

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monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the

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relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

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d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

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a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

ACCEPTANCE

Signature MAPARA RADHIKA JANAK

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

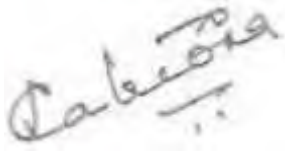
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
-

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Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MAPARA RADHIKA JANAK
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MAPARA RADHIKA JANAK

PRIVATE

February 22, 2019

Dear MARY STEFFI H

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

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17. General:

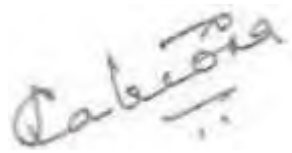
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

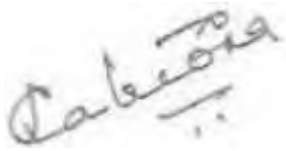
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MARY STEFFI H

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MARY STEFFI H

PRIVATE

February 22, 2019

Dear MOHAMMED AAMIR QURESHI
Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

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You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

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b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

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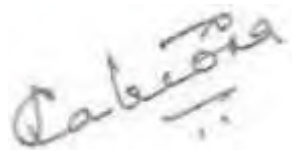
Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

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The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

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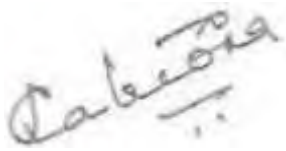
Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MOHAMMED AAMIR QURESHI

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MOHAMMED AAMIR QURESHI

PRIVATE

February 22, 2019

Dear MOHAMMED ARFAZ KHAN

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

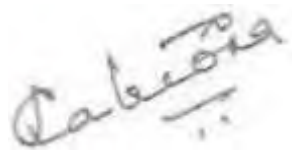
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

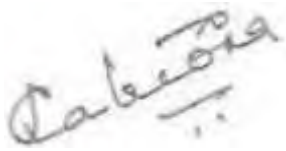
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MOHAMMED ARFAZ KHAN

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MOHAMMED ARFAZ KHAN

PRIVATE

February 22, 2019

Dear MOHAMMED NOAMAN P

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

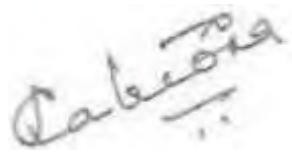
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

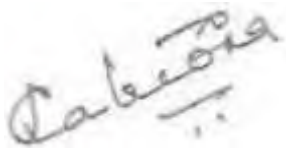
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MOHAMMED NOAMAN P

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MOHAMMED NOAMAN P

PRIVATE

February 22, 2019

Dear MOHAMMED RAJAWAAN RIYAZ

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

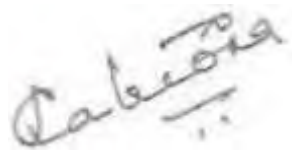
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

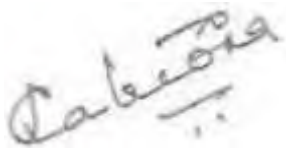
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

Annexure III

THOMSON REUTERS

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MOHAMMED RAJAWAAN RIYAZ

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MOHAMMED RAJAWAAN RIYAZ

PRIVATE

February 22, 2019

Dear MOHAMMED ZEESHAN

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

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b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

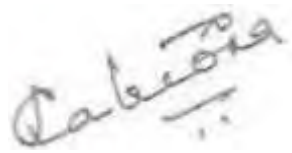
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: MOHAMMED ZEESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

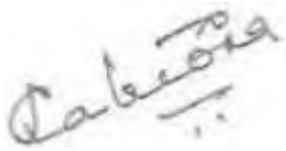
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

THOMSON REUTERS

Annexure VIII

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MOHAMMED NOAMAN P

Title: Associate Master Data

Date: MOHAMMED ZEESHAN

Annexure IV

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking) I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MOHAMMED ZEESHAN

Annexure X

Thomson Reuters International Services Private Limited
Bengaluru Office: Divyasree Technopolis, 36/2 & 124,
Yamalur Village, Varthur Hobli, Off HAL Airport Road,
Bengaluru - 560037

O +91 80 61822000

Regd. Office: Unit 1008, C Wing,
One BKC, G Block, Bandra Kurla Complex
Bandra East, Mumbai- 400051.
CIN: U72100MH2003PTC138509

tr.com

PRIVATE

February 22, 2019

Dear MOHANA PRIYA G
Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

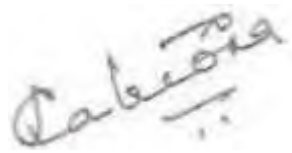
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: MOHANA PRIYA G

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
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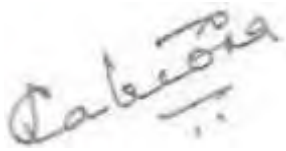
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MOHAMMED NOAMAN P

Title: Associate Master Data

Date: MOHANA PRIYA G

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MOHANA PRIYA G

Annexure X

Thomson Reuters International Services Private Limited
Bengaluru Office: Divyasree Technopolis, 36/2 & 124,
Yamalur Village, Varthur Hobli, Off HAL Airport Road,
Bengaluru - 560037

O +91 80 61822000

Regd. Office: Unit 1008, C Wing,
One BKC, G Block, Bandra Kurla Complex
Bandra East, Mumbai- 400051.
CIN: U72100MH2003PTC138509

tr.com

PRIVATE

February 22, 2019

Dear MUHAMMED AJMAL E

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

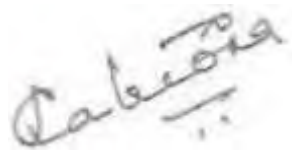
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: MUHAMMED AJMAL E

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

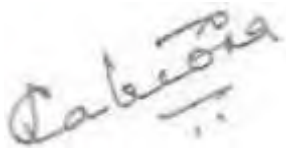
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MUHAMMED AJMAL E

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MUHAMMED AJMAL E

PRIVATE

February 22, 2019

Dear MUKUND S KUMAR

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

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b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

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d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

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b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

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b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

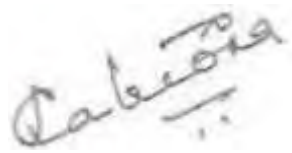
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: MUKUND S KUMAR

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

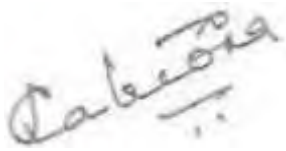
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name MUKUND S KUMAR

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name MUKUND S KUMAR

PRIVATE

February 22, 2019

Dear NANDU KUMAR S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

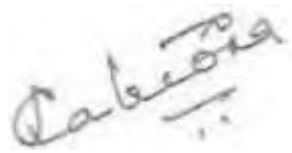
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: NANDU KUMAR S

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

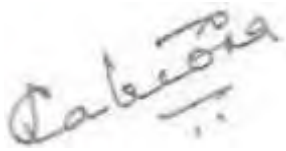
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name NANDU KUMAR S

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name NANDU KUMAR S

PRIVATE

February 22, 2019

Dear NAVYA SHREE G

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

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b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

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You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

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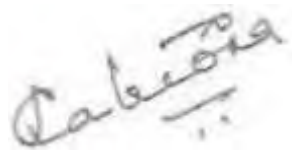
We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

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The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

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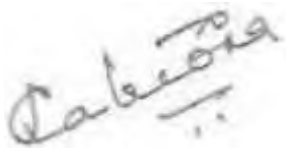
Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

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LIST OF DOCUMENTS TO BE SUBMITTED

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DocuSign Envel 3B364B

THOMSON REUTERS

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I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name NAVYA SHREE G

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name NAVYA SHREE G

PRIVATE

February 22, 2019

Dear NIRMAL BARNABAS KUNDER

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

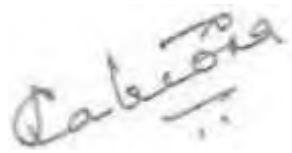
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: NIRMAL BARNABAS KUNDER

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

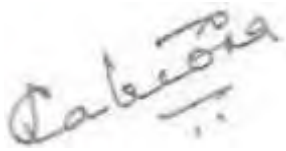
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name NIRMAL BARNABAS KUNDER

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name NIRMAL BARNABAS KUNDER

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PRIVATE

February 22, 2019

Dear NITHYA V

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

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c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

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c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden

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Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

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b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: NITHYA V

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

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Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

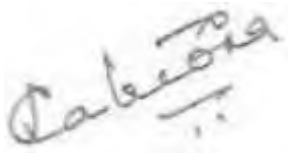
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name NITHYA V
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name NITHYA V

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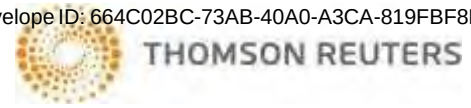

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

Dear PARAS LUNIYA

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

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d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

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a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

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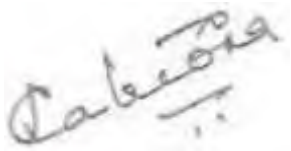
We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: PARAS LUNIYA

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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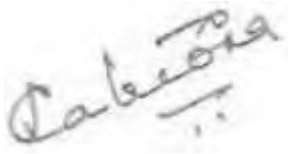
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name PARAS LUNIYA
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name PARAS LUNIYA

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

Dear R RAJKUMAR

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

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d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

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a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

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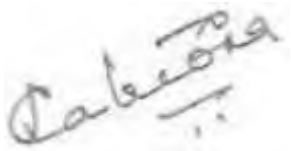
We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature R RAJKUMAR

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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THOMSON REUTERS

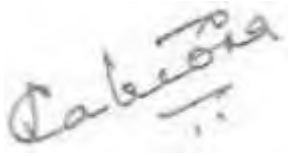
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name R RAJKUMAR
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name R RAJKUMAR

PRIVATE

February 22, 2019

Dear RAHUL RAMESHAN

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

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c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
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Additional Benefits

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Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
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Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
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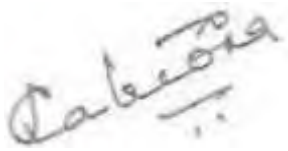
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

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I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name RAHUL RAMESHAN
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name RAHUL RAMESHAN

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

Dear RAKHI JAYAPRAKASH L

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

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d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

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a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

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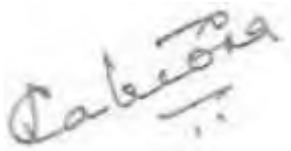
We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature R RAJKUMAR

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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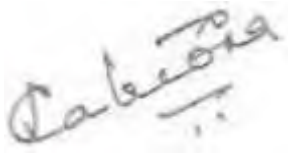
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name RAKHI JAYAPRAKASH L
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name RAKHI JAYAPRAKASH L

THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

Dear RAVI RANJAN

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

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c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RAHUL RAMESHAN

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

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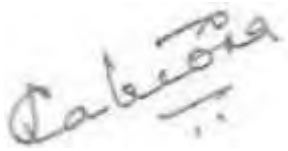
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name RAVI RANJAN
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name RAVI RANJAN

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PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

ROHIT AMBAT

Dear ROHIT AMBAT

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

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c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter

of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

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a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

Name: ROHIT AMBAT

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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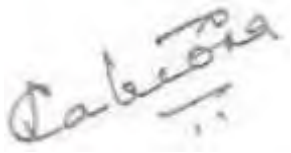
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out

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terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: ROHIT AMBAT
Title: Associate Master Data
Date: 22 February 2019

Annexure IV

Thomson Reuters International Services Private Limited
Bengaluru Office: Divyasree Technopolis, 36/2 & 124,
Yamalur Village, Varthur Hobli, Off HAL Airport Road,
Bengaluru - 560037

O +91 80 61822000

Regd. Office: Unit 1008, C Wing,
One BKC, G Block, Bandra Kurla Complex
Bandra East, Mumbai- 400051.
CIN: U72100MH2003PTC138509

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name ROHIT AMBAT

PRIVATE

February 22, 2019

Dear RUNYARDAA THANANATWUT

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

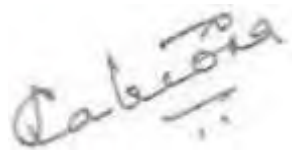
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: RUNYARDAA THANANATWUT

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

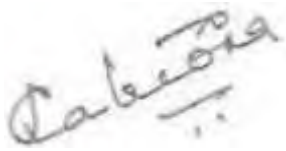
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name RUNYARDAA THANANATWUT

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name RUNYARDAA THANANATWUT

PRIVATE

February 22, 2019

Dear SAAHIL DEEPAK

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

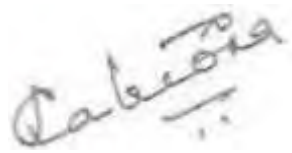
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

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Signature: SAAHIL DEEPAK

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The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

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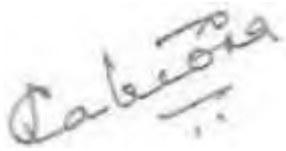
Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

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I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SAAHIL DEEPAK

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SAAHIL DEEPAK

PRIVATE

February 22, 2019

Dear SAGAR KUNWAR

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

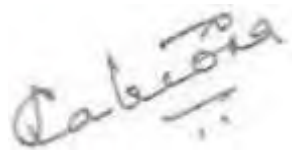
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SAGAR KUNWAR

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

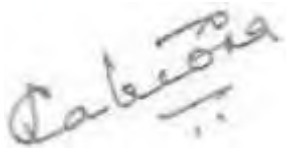
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SAGAR KUNWAR

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SAGAR KUNWAR

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

Dear SAMLAM MICHUI

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

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d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

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a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

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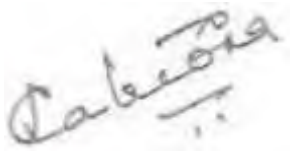
We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature SAMLAM MICHUI

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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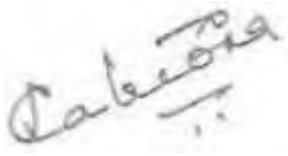
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SAMLAM MICHUI
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SAMLAM MICHUI

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

SANGEETH C S

Dear SANGEETH C S

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

ACCEPTANCE

Name: SANGEETH C S

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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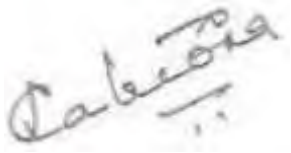
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out

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THOMSON REUTERS

terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: SANGEETH C S
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name SANGEETH C S

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PRIVATE

February 22, 2019

Dear SAPAM TIKEN SINGH

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

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d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

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a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

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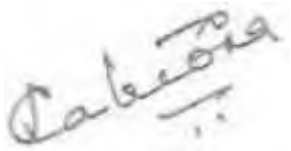
THOMSON REUTERS

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature SAMLAM MICHUI

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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THOMSON REUTERS

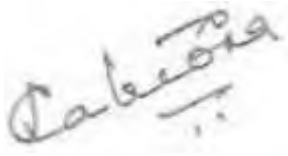
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SAPAM TIKEN SINGH
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SAPAM TIKEN SINGH

PRIVATE

February 22, 2019

Dear SAYIS SIRAJ P

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

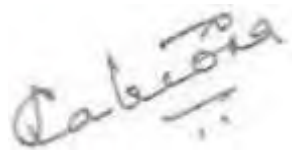
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SAYIS SIRAJ P

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

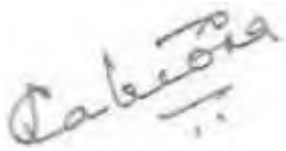
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SAYIS SIRAJ P

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SAYIS SIRAJ P

PRIVATE

February 22, 2019

Dear SAYYAD ZUBER AHAMED

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

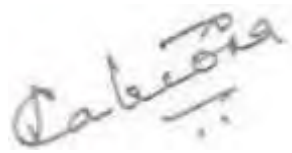
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SAYYAD ZUBER AHAMED

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

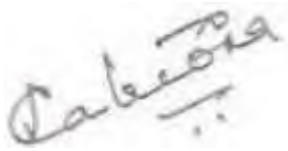
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SAYYAD ZUBER AHAMED

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SAYYAD ZUBER AHAMED

PRIVATE

February 22, 2019

Dear SHARAD SASHINDRAN NAIR

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

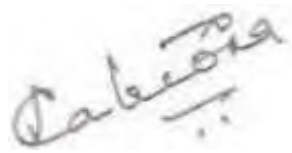
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SHARAD SASHINDRAN NAIR

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

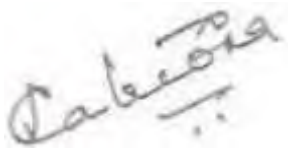
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SHARAD SASHINDRAN NAIR

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SHARAD SASHINDRAN NAIR

PRIVATE

February 22, 2019

Dear SHREYAS J

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

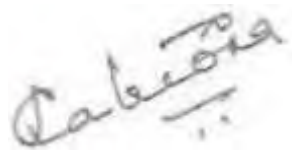
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SHREYAS J

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

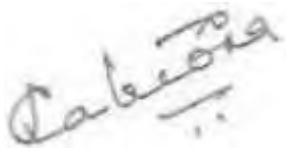
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SHREYAS J

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SHREYAS J

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

Dear SNEHA RAI

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

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d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

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a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

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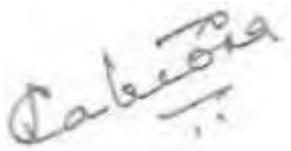
THOMSON REUTERS

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

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Signature SNEHA RAI

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
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Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
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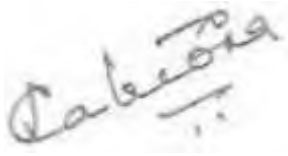
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

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- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

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I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SNEHA RAI
Title: Associate Master Data
Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.
   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SNEHA RAI

PRIVATE

February 22, 2019

Dear SREERAG M R

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

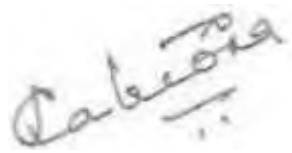
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SREERAG M R

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

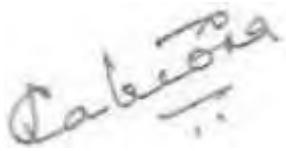
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SREERAG M R

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SREERAG M R

PRIVATE

February 22, 2019

Dear SUMAIYA KHANAM B

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

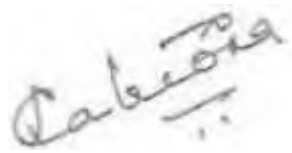
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SUMAIYA KHANAM B

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

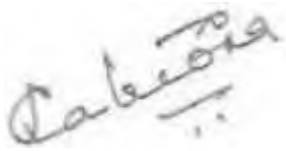
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SUMAIYA KHANAM B

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SUMAIYA KHANAM B

PRIVATE

February 22, 2019

Dear SUMANTRA MALLICK

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

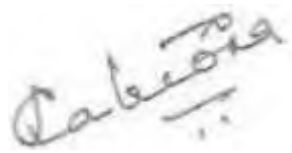
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SUMANTRA MALLICK

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

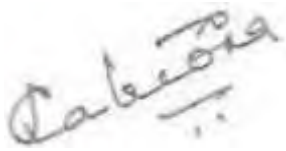
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SUMANTRA MALLICKTitle: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SUMANTRA MALLICK

PRIVATE

February 22, 2019

Dear SUSHMA A

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

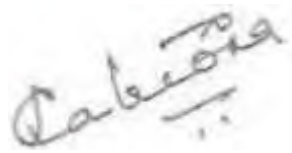
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SUSHMA A

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

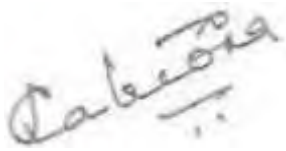
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SUSHMA A

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SUSHMA A

PRIVATE

February 22, 2019

Dear SWATHI R

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

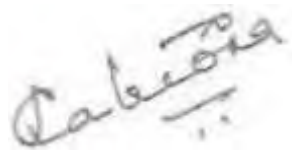
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SWATHI R

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

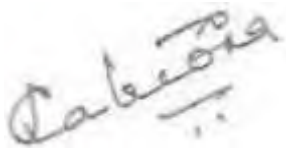
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SWATHI R

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SWATHI R

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

SWEATHA M

Dear SWEATHA M

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

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c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

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8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately

bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. **Annexure IV**

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12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements: ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do

not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden

Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made

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available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

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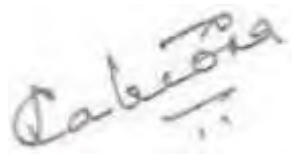
Yours faithfully,

Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

Name: SWEATHA M

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)

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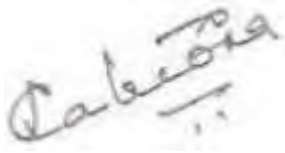
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: SWEATHA M
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SWEATHA M

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THOMSON REUTERS

PRIVATE AND CONFIDENTIAL

PRIVATE

February 22, 2019

SWETHA BINOD

Dear SWETHA BINOD

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may

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revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in

d. writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6.:Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum "Terms and Conditions of Employment"

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

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e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential

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Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion,

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to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies. b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must

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send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited

Catriona Mackness
Director Regional HR, India

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written. Signature:

ACCEPTANCE

Name: SWETHA BINOD

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy

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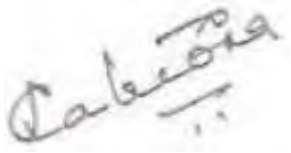
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out

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THOMSON REUTERS

terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: SWETHA BINOD
Title: Associate Master Data
Date: 22 February 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature
Name SWETHA BINOD

PRIVATE

February 22, 2019

Dear SYED ASAD

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data

AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

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17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

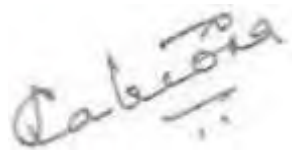
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: SYED ASAD

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

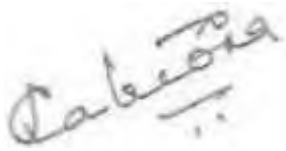
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

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THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SYED ASAD

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SYED ASAD

PRIVATE

February 22, 2019

Dear SYED MUZAMMIL LAYEEQ

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

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a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

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You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

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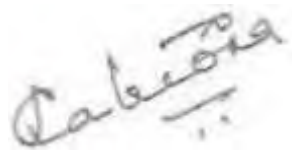
Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

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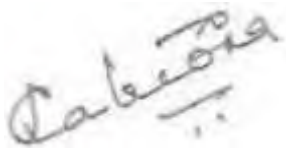
Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name SYED MUZAMMIL LAYEEQ

Title: Associate Master Data

Date: February 22, 2019

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Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name SYED MUZAMMIL LAYEEQ

PRIVATE

February 22, 2019

Dear VARIGIREDDY MOUNIKA

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

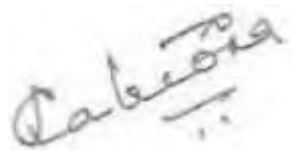
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: VARIGIREDDY MOUNIKA

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

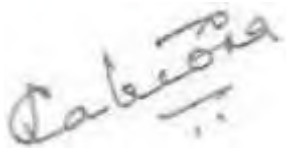
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name VARIGIREDDY MOUNIKA

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name VARIGIREDDY MOUNIKA

PRIVATE

February 22, 2019

Dear VIKRAM H

Thank you for your interest in associating with our organisation. We are pleased to confirm your selection for the role.

Associate Master Data
AssociateCongratulations! Master Data

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters entity whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

Your employment with the Company commences on February 22, 2019

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be Bangalore. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of your employment, your remuneration will be as set out in the attached Annexure I.
b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the

d. Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum "Terms and Conditions of Employment", and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled to leave, in accordance with the policies of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum **Terms and Conditions of Employment"**

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, information specifically provided under clause 7(b), etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner)

involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose).

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Thomson Reuters group of companies. As an employee of a Thomson Reuters group company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance with regard to your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

b. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

9. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, due to changes in the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

10. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 10 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

11. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as Annexure IV. Annexure IV

12. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. Without cause by giving you prior written notice of at least 60 days (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period. 60 days

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies (defined below) or have been grossly negligent or reckless in your conduct);

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue.

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. Without limiting clause 4, you may terminate your employment without cause at any time by giving the Company a prior written notice of at least 60 days (Notice Period Days). 60 days

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue

to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

13. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, Policies). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

14. Notice Pay Reimbursement (If applicable):

a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;

b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.

c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

15 The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Each Party consents to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

16. Non-Solicitation:

a. You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.

b. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.

17. General:

a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

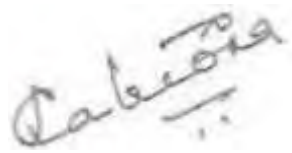
b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

subsequent instance.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

Yours faithfully,
Thomson Reuters International Services Private Limited



Catriona Mackness
Director Regional HR, India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature: VIKRAM H

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	193,000
Flexible pay (per annum)	1 10,400
Provident Fund (per annum)	21,600
Base Pay (Total Fixed Pay)	32,5000

Gratuity:
Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shallbe eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax iswith accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculationof payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the termsof payment of gratuity in accordance with its then applicable policies.

Additional Benefits

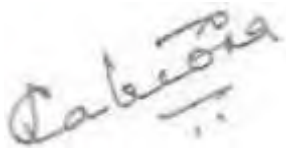
Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediclaim Insurance Policy (GMC): Group Mediclaim Insurance Policy (GMC):	Insurance cover: INR 500,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 100, 000 for C-section and INR 75, 000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA)):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)

Catriona Mackness



Director Regional HR, India

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card). 3 Passport
- Size Photographs in White background.

DocuSign Envel 3B364B

THOMSON REUTERS

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS

I , hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, available at https://thehub.thomsonreuters.com, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name VIKRAM H

Title: Associate Master Data

Date: February 22, 2019

DocuSign Envel 3B364B

Thomson Reuters International Services Private Limited
(A Thomson Reuters Company)
Reuters

Intellectual Property related Undertaking

By this undertaking (Undertaking), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not , patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.

2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.

3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.

4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.

5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

   I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

Acknowledged and agreed

Signature

Name VIKRAM H

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Offer Letter

AISHWARYA MOHANDAS

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date

: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package

: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal

: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay

: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

Intellectual property of previous employer(s)

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.

- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

Non-Solicit

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

Non-Compete

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	AISHWARYA MOHANDAS
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	AISHWARYA MOHANDAS
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

AMINATH RISHMEE AMIR

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package

: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal

: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

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: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

Intellectual property of previous employer(s)

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be

entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination	Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.
Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	AMINATH RISHMEE AMIR
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	AMINATH RISHMEE AMIR

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

ANEETA SUMIN JOY

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period : You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration : You are eligible for a total compensation package of **INR 1200000** Package **Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

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Intellectual property of previous employer(s) : The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

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Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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Termination

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

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During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	ANEETA SUMIN JOY
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	ANEETA SUMIN JOY

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
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Note:

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Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

CHITHU ELSA THOMAS

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

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Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	CHITHU ELSA THOMAS
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	CHITHU ELSA THOMAS
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

GRACE PRICILLA THANDAPANI

Congratulations!

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	are not guilty such pending salary shall be credited to you in subsequent pay cycle.
Termination	Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.
Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	GRACE PRICILLA THANDAPANI
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	GRACE PRICILLA THANDAPANI

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

HAFEERA T

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period : You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration : You are eligible for a total compensation package of **INR 1200000** Package **Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

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Variable Pay : Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

Intellectual property of previous employer(s) : The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

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Rekh6 N6ir Senior Director – Human Resources

Acceptance

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Signature:	
Name:	HAFEERA T
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	HAFEERA T

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

HASEEBUDDIN SAAD

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package

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: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

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Rekh6 N6ir Senior Director – Human Resources

Acceptance

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Signature:	
Name:	HASEEBUDDIN SAAD
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	HASEEBUDDIN SAAD
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

JAYALAKSHMI S H

Congratulations!

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Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	JAYALAKSHMI S H

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
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Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

JENITA J

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period : You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration : You are eligible for a total compensation package of **INR 1200000** Package **Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal : The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay : Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

Intellectual property of previous employer(s) : The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are

concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

Non-Solicit

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

Non-Compete

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	JENITA J
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	JENITA J

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

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Tredence Analytics Solutions Pvt Ltd.

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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

KAJJARI MANISHA

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package

: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal

: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay

: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

Intellectual property of previous employer(s)

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

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- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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Termination	Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.
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We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	KAJJARI MANISHA
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	KAJJARI MANISHA

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
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Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

KANCHAN GUPTA

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package

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Performance Appraisal

: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

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- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

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This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	KANCHAN GUPTA
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	KANCHAN GUPTA

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
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Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

KARIDI VENKATA PRIYA

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

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Total Compensation

Annual Remuneration Package

: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal

: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay

: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

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: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
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entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination	Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.
Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
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This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	KARIDI VENKATA PRIYA
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	KARIDI VENKATA PRIYA

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

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Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Offer Letter

SANJANA RAAJ

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date

: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

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Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

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Signature:	
Name:	SANJANA RAAJ
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	SANJANA RAAJ
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
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Bengaluru, Karnataka – 560048

Subject: Offer Letter

SNEHA ANNIE THOMAS

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Commencement Date	: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

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Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

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Signature:	
Name:	SNEHA ANNIE THOMAS
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	SNEHA ANNIE THOMAS

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
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Subject: Offer Letter

VAASAVI V P

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Termination	Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.
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Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	VAASAVI V P
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	VAASAVI V P

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months**.** You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

VIGNESH V

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location

: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science**

You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies.

During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.

Commencement Date

: Your joining date as mutually agreed is **04 September 2019**

Probationary Period

: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package

: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.

Performance Appraisal

: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.

Variable Pay

: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.

Intellectual property of previous employer(s)

: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion,

your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be

entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination

Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.

Confidentiality

You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.

Non-Solicit

During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.

Non-Compete

You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

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Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	VIGNESH V
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	VIGNESH V

Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	**Afifiu6l (INR)**
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HRA	1,73,376
Speci6l Allow6fice	4,76,784
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Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

VIKRAM REDDY

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**
Probationary Period	: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by

the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

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Other information :

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Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	VIKRAM REDDY
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	VIGNESH V
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	Afifiu6l (INR)
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Note:

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Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

VINAYAKA V

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**
Probationary Period	: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by

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We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	VINAYAKA V
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	VIGNESH V
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
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B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

Additiofi6l Compefis6tiofi:

Sigf i of i Bofius: You are entitled to an additional amount as one-time Sign on Bonus of INR 2,00,000 subject to completion of 12 months of your continuous employment with Tredence. The Sign on Bonus is paid out in 13th month and this will not be considered as a part of your Total Annual CTC and will not be considered at the time of Performance Appraisal.

Perform6fice Lifiked P6y: You will be eligible for a one-time Performance Linked Pay of up to INR 2,00,000 subject to completion of 18 months of your continuous employment with Tredence. This is managed under the guidelines of company's performance and variable pay policy and shall be depended on your Performance Appraisal Rating.

Reloc6tiofi: You are entitled to relocation expenses of INR 10,000 for transportation of goods. Additionally, the Company shall arrange the travel & accommodation facilities for up to two-weeks. In the event of you being requested by the Company to manage your travel and accommodation, Company will reimburse the pre-approved cost.

The reimbursement can be initiated with the original bills/invoices which needs to be submitted by you to the Company for the claim process. You shall refund the total relocation amount in the event you resign, or you are serving a notice period before completing 1 (one) year from the joining date with an exception to end of the employment by Tredence due to role redundancy. In the event you fail to refund the said amounts, Tredence is authorized to adjusted or set-off the same from your full and final settlement.

Tredence Analytics Solutions Pvt Ltd.

Sattva Knowledge Court, 2nd Floor, Wing B, Doddenakkundi, I Phase, Industrial Area,
Doddenakkundi Village, K.R. Puram, Hobli
Bengaluru, Karnataka – 560048

Subject: Offer Letter

VISHAL ANTHONY

Congratulations!

On behalf of Tredence Analytics Solutions Private Limited, (herein after called as "Company" or "Tredence"), we are pleased to extend the offer of employment to you on the following terms and conditions. You undertake, commit, agree and covenant that these terms and conditions shall continue to be operative notwithstanding any changes in your designation, position and location.

Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
Commencement Date	: Your joining date as mutually agreed is **04 September 2019**
Probationary Period	: You will be required to serve a probationary period of six months. Your performance will be formally reviewed at the end of the period. Your probationary period may be extended if deemed necessary by

the management. During the probation period, either party may terminate the employment by giving prior notice of sixty days.

Total Compensation

Annual Remuneration Package	: You are eligible for a total compensation package of **INR 1200000 Only** The compensation offered to you is described in detail in 'Annexure 1: Remuneration' annexed to this Offer.
Performance Appraisal	: The appraisal cycle at Tredence is annual – from January to December of every calendar year. For the first year you will be eligible for the appraisal only after completion of 12 months of employment. Thereafter you will be aligned to the subsequent annual appraisal cycle at Tredence.
Variable Pay	: Variable pay will be prorated and will be based on both Company performance and individual performance payable post the first appraisal cycle on completion of 12 months. If you quit or will be serving notice period before the payout date, you will not be eligible for any variable pay.
Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

The Company will require you to execute a separate agreement for protection of confidentiality, IP rights, non-compete and non-solicitation.

In the event you are bound by any agreement/s or obligation/s that inhabits your ability to use your skills at the Company, you are duty bound to reveal this to the Company prior to accepting this offer.

Conflict of Interest : You shall not engage either directly or indirectly either full time or part time, elsewhere in any job, profession, association or business of any nature, in any capacity, for remuneration or not, over and above the legitimate work with the Company on working days, or on holidays or when on leave without obtaining the Company management's prior permission in writing.

Other information :

- You should always keep your records updated and informed to the Company, such as your phone numbers, addresses, etc. You are solely responsible for filing returns of your personal income tax.
- In the event of your continuous illness for a period of three (3) months or more, provided where proper notice of same has not been provided and other regulations (if any) followed during such three (3) months, your services may be terminated without any notice or relief thereof.
- In the case you remain absent from duties for seven or more continuous days or remain on leave without any proper authorization then it shall be presumed that you ended your employment with the Company without notice and in such an event you will lose your lien on the employment and your accounts will be settled immediately without notice.
- In case you are subject to any disciplinary action as per the law, Company policies and standing orders applicable to you. During the disciplinary proceedings you will not be entitled to any salary or allowance till the proceedings are concluded. If proceedings confirms that you are not guilty such pending salary shall be credited to you in subsequent pay cycle.

Termination	Company reserves right to terminate your services without notice or salary in lieu thereof for reasons including but not limited to misconduct, negligence of duty, disloyalty, dishonesty, insubordination, misrepresentation, indiscipline, disobedience, breach of non-disclosure of agreement, irregular attendance, poor performance, or any act detrimental to the interest of the Company.
Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
Non-Solicit	During your employment and for one year thereafter, you shall not solicit any employee or associate of Company to leave Company for any reason. Further you shall directly or indirectly, solicit or deal with any individuals, companies, or organizations who are or were clients of Company during your employment.
Non-Compete	You shall not indulge directly or indirectly in business similar to Tredence and/or in competition with Tredence either solely or in collaboration during your employment with Tredence and for five years after termination of your employment with Tredence.

You agree that you shall perform all the duties and undertake responsibilities within the mandate of the workplace and office policies of the Company, as modified from time to time, at the sole discretion of the Company.

This offer is subject to your background verification of such as academic, employment, salary history etc. The Company reserves all the rights to cancel this Offer if any relevant information provided by you is found false or misrepresenting.. In such a contingency, you shall be liable to be discharged forthwith.

Please confirm your acceptance of the above-mentioned terms and conditions by signing a copy of this Offer Letter.

This offer is valid for two days from the date of this letter.

We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	VISHAL ANTHONY
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

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Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	Afifiu6l (INR)
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
Ifisur6fice	Premium paid by the Company for life and accidental insurance for Self and Medical Insurance for Self + 5 dependents (including Spouse, Children and Parents)

Note:

A. You will have an opportunity of earnings up to **INR 12,00,000*** as a Total Cash Component, detailed under "Additional Compensation" below.* The payment of Additional Compensation will be **subject to your continuous employment with Tredence for period** of 18 months. You will not be eligible in the event you resign, or you are serving a notice at the time of pay out. All the components are managed under the various policies & guidelines of the Company.

B. Additionally, statutory deductions such as Income Tax, Employee Contributions towards EPF, Professional Tax, ESI, etc. will be deducted as per the applicable laws.

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Subject: Offer Letter

VISHWAJEETH G S

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Terms and Conditions:

Appointment

Position & Location	: Your designation will be **Analyst (Level-I)** and title **Analyst - Data Science** You will work from our office located at 2nd Floor, Wing B, Doddennakkundi, 1 Phase, Industrial Area, Doddennakkundi Village, K.R.Puram, Hobli Bengaluru, Karnataka 560048– at present and shall be required to travel per the requirement of the Company as per the Company's applicable policies. During the term of employment, you will perform such duties as may be assigned to you from time to time and will follow all directions given by the company's management and will adhere to directions of your superior.
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Intellectual property of previous employer(s)	: The Company has extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of your engagement at the Company, you agree not to disclose or use confidential information or proprietary information or any trade secrets of any current or prior employer.

In this regard, you should be extremely careful not to bring to the Company any documents or other materials in any form belonging to or acquired from any current or previous employer. Further you shall not divulge trade secrets of the Company or any other proprietary information which in any way detrimental to interests of Company. In the event of breach of this provision, at Company's sole discretion, your employment might be terminated immediately, and you will be held liable for the loss suffered by the Company.

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Confidentiality	You shall neither during continuance of your employment with Company nor thereafter shall directly or indirectly divulge any confidential information relating to Company and/or its clients without prior consent of the Company.
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We look forward to welcoming you to Tredence Analytics Solutions Private Limited. For

Tredence Analytics Solutions Private Limited,

Rekh6 N6ir
Senior Director – Human Resources

Acceptance

I accept above mentioned terms and conditions.

Signature:	
Name:	VISHWAJEETH G S
Place:	Bangalore

Afifiexure 1: Remufier6tiofi

N6me	VIGNESH V
Desigfi6tiofi	Afi6lyst – D6t6 Sciefice
Compofiefit	Afifiu6l (INR)
B6sic S6l6ry	4,33,440
HRA	1,73,376
Speci6l Allow6fice	4,76,784
Gross (A)	10,83,600
St6tutory Cofitributiofis (PF) (B)	32,400
Gross with st6tutory (A+B)	11,16,000
V6ri6ble P6y (C)	84,000
Tot6l Afifiu6l CTC (A+B+C)	12,00,000
Gr6tuity	You are entitled for gratuity on completion of 5 years of employment with us per the applicable laws.
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