

22-August-2023

Pirani Simranbanu Chotubhai
45, Yuvan row house society, Un Patiya, Navasari Road, Khambhasia, Surat ,

Gujarat - 394210 Dear Simranbanu,

Welcome to Vodafone!

We are pleased to offer you the position of **Executive, Customer Service Advisor** with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of work will be **Business@Mantri, Nagar Road, Lohegaon, Pune - 411014**. During your employment with the Company, depending upon business requirements, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad; or you may be required to work from home which shall at all times be based out of the home address as per office records, unless otherwise approved by the company in writing . You are expected to keep your home address updated at all times in company records during the course of your employment and maintain reasonable infrastructure at home to perform your services effectively while you are working from home (details will be provided separately). To provide a seamless employee experience, the IT Assets may be delivered at your doorstep basis your joining location before your joining date. You are expected to keep the same in a good workable condition during and post termination of your employment and any misappropriation, misplacement or damage thereof shall be accountable against you. You shall be responsible for any damage to the assets provided to you by the Company during and post termination of your employment and you agree to the same. For adherence to the applicable regulation related to your employment and all other matters connected with the employment and to provide you any organizational support and assistance that you may require from time to time, your assigned office location be **Pune, Business@Mantri**. However, your services are transferable, and you may be assigned to any other department, function, location or to another company under the same management, whether existing or to be set up in future. In such cases, your employment will be governed by the terms and conditions of service applicable at the new undertaking.
2. You are expected to join as early as possible and not later than **04-September-2023** after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.
3. You will be on **probation for a period of six months** from date of joining. You will be confirmed upon successful completion of the probation period.
4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.



Vodafone India Services Private Limited, Business@Mantri, Tower B, 3rd Floor, Survey No.197,
Hissa No. 2+4 to 7B, Nagar Road, Lohegaon, Pune- 411014, T (+91)020 71270001,
www.vodafone.com

Registered Office: 201-206, Shiv Smriti, 2nd Floor, 49/A, Dr. Annie Besant Road, Above
Corporation Bank, Worli, Mumbai – 400 018, Maharashtra. Corporate Identity No.
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5. This letter of intent is conditional and subject to clearance of the **reference check** for employment and education.*
6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.
 - The relieving / resignation acceptance letter from your present employer
 - 3 passport size photographs & a copy of your PAN card
7. The Compensation and Benefits Program applicable at **Band J** is enclosed for your reference in **Annexure 1 & 2**. Please note the monetary & non - monetary benefits applicable to you are liable to change in case of any change in the current Role/Grade or if the existing policies & guidelines undergo changes.
8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness. 9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.
Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.

We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**.

Niloy Bakshi
Vice President – Talent Acquisition Head

ACKNOWLEDGEMENT & ACCEPTANCE

I acknowledge the terms, obligation and attachments contained herein, and without demur accept the same.



SIGNATURE: Pirani Simranbanu

NAME: Pirani Simranbanu

DATE: 22nd Aug 2023

* Some roles required 'Address verification' and 'Criminal Record' verification also. Based on your role, you will be informed regarding these verifications by the recruiter.

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Designation Band

Component (A)

Annexure : Compensation Details - Total Target Cash (TTC)

Pirani Simranbanu Chotubhai

Executive

J

Monthly Amount (in INR) Annual Amount (in INR)

Name

Basic Salary 12,250 147,000 Housing Rent Allowance 6,125 73,500 Management Allowance 13,158 157,900

Component (B) - Retirals ¹

Provident Fund (Company Contribution) 1,800 21,600 Total Fixed Pay (A+B) 33,333 400,000

Component (C) - Target Incentive ²

Target Incentive is @ 5% of Fixed Pay 1,667 20,000

Total Target Cash ³ (Fixed Pay + Incentive) 35,000 420,000 House Rent Allowance (HRA) – 50% of Basic salary.

1. Retirals includes Provident Fund @ 12% of PF Wages which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund

2. Target Incentive is inclusive of the interim bonus as payable under the statute. Incentive Pay-out will be subject to the incentive plan and framework as applicable to your role

3. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target Incentive. Fixed pay includes Retiral Benefit

Gratuity: To be paid as per applicable statute. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.

Taxation:

All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)

• Total Fix Pay (A+B) minus PF (Company Contribution) minus PF (Employee Contribution amount of which is equal to

Calculate your Net Take Home (Monthly) Salary: Target Incentive

Company Contribution) minus Professional Tax (Rs. 200)

• In simple words: (A+B) – [2*PF + Professional Tax]

(Variable Pay):

• Payout of Target Incentive will depend upon individual performance basis the score cards • Target Incentive shall be paid out on monthly basis



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Annexure 2 – Monthly/ Annual Benefits:

	<p>A policy designed to provide protection to employees against accidents leading to disablement during the course of financial support in case of any injury / loss of work covered in a family floater under Group Medical claim time due to accidents. You will be covered under Insurance policy for Self & Dependents (Spouse + Group Personal Accident Insurance Policy. In case 2 Children) with total sum insured of 6 Lakhs. of any accidents leading to permanent / partial/ full Co-pay on claims to be applicable as per the disability during the course of employment you will medical plan. The premium for this cover is borne receive INR 25,00,000 as per terms & condition of by the organization.</p> <p>the policy.</p>
Medical Benefits	
Group Personal Accident Insurance (GPA)	<p>A comprehensive policy designed to provide life insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for INR 25,00,000 You will be</p>
Group Term Life Insurance (GTLI)	<p>You may also opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount. Co-pay on claims to be applicable as per the medical plan</p>
Medical - Hospitalisation expenses	
employment. This protects employees and provides	
Communication Benefit	
Official SIM Card	<p>A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.</p>
There will be a monthly 'Data connectivity allowance' of INR 800 per month which will be paid as part of your payroll.	<p>This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.</p>
Data connectivity allowance	<p>You will be entitled to below type of leaves: Privilege leave (annual leave) of 22 days Sick leave - 7 Days Casual leave - 7 Days In addition, there will be 11 calendar holidays. Maternity & Parenting leave applicable as per Company's Policy</p>
Work-Life Support Leave entitlement as per policy	
** The benefits are subject to change as part of periodic review. The latest benefits will be applicable as per the revision by organization	



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TOTALREWARDSTATE MENT

A. Total target cash

Annual Fixed

Incentive

B. Long term Benefits

Pay & allowances as mentioned
in Annexure

Short-term Incentive as

mentioned in TTC Structure

INR 400,000 INR 20,000



Gratuity

Includes Premium toward hospitalization, life insurance and accident insurance cover.
Value of Handset Allowance, Official Mobile Plan, Broadband Allowance

C. Total monetized benefits

INR 7,071 Gratuity provision as per applicable statute INR 25,131

Health & Connectivity benefits

TOTAL REWARDS (A+B+C) INR 452,202

Payout will be subject to the incentive plan and framework applicable to your role

- Your Total Target Cash is your cash compensation and includes your fixed pay (including allowances) in addition to your Incentive.
- Monetised value of current benefits available to you as per current company policy. Please note this is a notional amount and does not signify any guaranteed commitment from the Company.
- Gratuity Pay-out is as per applicable statute. This is in addition to the mentioned Annual TTC and does not form part of the fixed payment.

Amounts are subject to change as per the Policy & Guidelines changes.

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Flex Pay: Do It Yourself

Dear Colleague,

Vodafone India Services Private Limited empowers its employees to optimize their salary and create tax saving opportunities in line with Local tax rules. You can opt to split components of your salary from the flexible allowance basket to cater for different lifestyles and life stages.



To help you understand components, below are the details of various choices one can avail:

1. **National Pension Scheme (NPS):** You can choose to invest in Voluntary Pension Scheme to create your corpus towards retirement. Contribution routed through the employer up to 10% of Basic Salary is eligible for tax benefits. We have collaborated with HDFC Bank to provide NPS for Vodafone employees.
2. **Meal Reimbursement:** We have collaborated with Paytm to provide non-transferable meal vouchers (Paytm Food Wallet) capped at INR 26,400 per annum with 100% Tax exemption. You can register your personal number to avail this benefit.
3. **Management Allowance:** It is the balancing component of your salary.
4. Additionally, you can also opt for **Voluntary Provident Fund** wherein you can choose to contribute a sum as per statutory rate, over and above the Employee Provident Fund contribution of 12% towards Social Security. There is **no matching contribution** by the employer.

Please note: Tax exemption on all above choices will be in accordance with the prevalent Income Tax Act / Rules.

Human Resources
Vodafone India Services Private Limited



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"Confidential Information" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

- a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.
- b) You understand and agree that for performing the work efficiently we would install certain software solutions that will monitor your activity to detect and notify any security violations in order to ensure compliance with the organizational security controls and requirements. By accepting this appointment letter, you provide your explicit and unequivocal consent for the same.
- c) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.
- d) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.
- e) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.
- f) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.
- g) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: Pirani Simranbanu

NAME: Pirani Simranbanu

DATE: 22nd August 2023

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Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?



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August 26, 2020

Ms Khushi Deepak Jaisinghani
C201 Shree Siddhivinayak tanishque, wadachiwadi road, undri, pune-411060

Dear Khushi,

On behalf of Allstate Solutions Pvt. Ltd., ("The Company" or "ASPL") it is my pleasure to offer employment to you as **"Associate - Operations"**, in our Pune center. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You made a very favorable impression with everyone you met and we are excited with the prospect of your joining our company.

This offer letter and your employment with the Company are subject to your executing on the joining date, ASPL's detailed employment agreement ("Employment Agreement") containing the terms of your employment. Your employment with the Company will commence only on the execution of the Employment Agreement and in accordance with the terms and conditions set out therein.

The broad terms of the offer are as follows:

Designation	Associate - Operations
Location	Pune
Start Date	On or before October 08, 2020
Probation	6 months from Start Date
Notice Period	60 Calendar Days

Annualized Salary and Benefits:

Total Guaranteed Cash ("TGC")	Rs. 252,337
Annual Incentive Plan	Rs. 17,663
Target Total Cash("TTC")	Rs. 270,000

Reference **Annexure A** for detailed salary break up and highlights of benefit schemes.

Besides Total Guaranteed Cash, you will be eligible to participate in the ASPL Annual Incentive Plan (AAIP), subject to the terms applicable to that plan from time to time. Determination and award of payments from the AAIP Plan is generally made soon after the end of each financial year and award amounts factor individual and AAIP performance in the plan year. While there is no guaranteed minimum award, the current target incentive amount for you under the plan is 7% of your TGC; the maximum incentive amount for you under the plan is 10.5% of your TGC. You will be entitled to participate in the AAIP provided you remain as an employee in good standing, you have not given notice of your resignation from employment with the Company, or had your employment terminated by the Company for gross misconduct, gross negligence or in other circumstances justifying summary dismissals at the date on which you actually receive an award or payment. For the first year of service the Annual Incentive will be calculated on a prorated basis. However a minimum of 3 months of service, inclusive of the probation period, in the Company, is required for the payment of Annual Incentive.

Allstate Solutions Private Limited
9th & 10th Floor, R4 Building, KRC Infrastructure & Projects Pvt. Ltd. SEZ,
S. No. 65, Kharadi, Pune – 411014 India.
www.allstate.com/india
(Formerly, Northbrook Services India Pvt Ltd. 67-4, 4th cross Lavelle Road Bangalore – 560001)



Confidential Information

You will also be eligible to participate in competitive benefit plans for ASPL employees. These may include various insurances packages and other benefits as outlined in the employee related policies of the Company. The terms of these schemes/ policies may be changed from time to time, or be withdrawn by the Company at any time.

Your individual remuneration is purely a matter between yourself and the Company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

As stated above, you will be on probation for a period of six (6) months from the Start Date and your probation period may be extended at the sole discretion of ASPL. ASPL shall be at liberty to terminate your employment during such probation period without notice or cause or compensation there of.

Subject to the provisions contained in this offer, your services are terminable by the company by giving two months of notice or gross salary in lieu thereof. In the event you terminate your services, you are required to provide the Company with two (2) months notice which shall not be compensated by payment in lieu thereof. No notice of resignation will be effective if given during a period of leave of absence from the Company. In the event you have issued to the Company a notice of termination of employment, and avail of any leave during the notice period, the notice period shall stand extended by such number of days that you have been on leave.

You will abide by the Rules and Regulations of the Company and the Company shall have the right to vary or modify any or all of the above terms and conditions in service which shall be binding on you.

Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment without notice or compensation thereof.

This offer and the employment with ASPL are subject to:

- a. Successful completion of a background check, including, education, employment reference and compensation history, to the satisfaction of ASPL
- b. ASPL being able to verify, to its satisfaction, the personal information you have provided to ASPL, including such information set out in the employment application form. For the purposes of this Offer, you provide your express consent for collection or use of any data or information of a sensitive nature including medical reports and records in accordance with **Annexure B**.

Where, either before or after the Start Date, it comes to the knowledge of ASPL that the information you have provided or representations you have made (including but not limited to information provided in the employment application) involve any material misstatement/misrepresentation of a fact or condition, or an omission to state any relevant fact or condition either related to you or to the position you are hereby appointed to, or should the background check reveal information, which, in the sole opinion of ASPL, if available to ASPL prior to this offer, would have led to ASPL not making an offer of employment, ASPL shall have, at its option, the right (a) prior to the Start Date, to void this offer; and (b) on or after the Start Date, to terminate your employment without notice or pay in lieu of notice.

You consent to ASPL conducting the background check as aforesaid, either by itself or through a third party and for this purpose acknowledge and understand that ASPL or such third party would be contacting any person from whom it believes the information





can be verified. If we have not received the final results of your background check before your Start Date, you agree to begin your employment with ASPL on the designated start date pending completion of the background check. We reserve the right to end our employment agreement with you if you do not meet the requirements of the investigation process or the results of your background investigation are not successful in our judgment.

On joining ASPL you will be required to complete all the joining formalities and sign the Employment Agreement which includes intellectual property and confidentiality provisions. You will also be required to read and abide by the compliance and ethics program of ASPL, which will be provided to you on joining the organization.

Khushi, we look forward to welcoming you to Allstate Solutions Private Limited and wish you a successful career with the Company.

It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. Kindly send the duly signed copy of the duplicate offer document to the undersigned, as a sign of your acceptance of the offer, along with the photocopies of all your credentials (See **Annexure C** for details), latest by September 02, 2020, failing which the offer shall stand withdrawn.

Sincerely,

Allstate Solutions Private Limited

A handwritten signature in dark ink, appearing to read 'Sabu', is written over a light blue circular stamp.

Sabu Thomas
Director - Human Resources

Acceptance:

I, agree to accept employment on the above-mentioned terms and conditions. I'll report for duty on or before

Date _____

Signature: _____

Enclosure: Annexure A: Salary breaks up and highlights of benefit schemes

: Annexure B: Policy on Information Security

: Annexure C: List of Documents



Annexure A

August 26, 2020

Ms Khushi Deepak Jaisinghani

Designation: Associate - Operations

Band: A1

Start Date: On or before October 08, 2020

Work Location: Pune

Compensation and Benefits:

Total Targeted Cash	INR.270,000/-
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Breakup- Total Guaranteed Cash	
Components	Annual(INR)
Basic	180,000
House Rent Allowance	29,717
Statutory Bonus	21020
Provident Fund (Employer Contribution)	21,600
Flexi Benefit Plan*	
Total Guaranteed Compensation	252,337
Annual Incentive Plan**	17,663
Total Targeted Cash	270,000

Other Benefits / Perquisites		
Gratuity	8,658	As per the Gratuity Act. Since this is not a perquisite, either the title can be only other benefit, or we create one more category
Free Transportation	72,000	Not a Reimbursement
Medical Insurance, GAI and GTLI	27,000	Not a Reimbursement – (Average Premium)
Certification Reimbursement	30,000	Applicable as per the Policy



*Flexi Benefit Plan components: Total of all options selected can not exceed the total amount under the “Flex Benefit Plan”	
Leave Travel Allowance	Maximum up to Flexi benefit plan component
Meal Card	INR 26,400.
Superannuation	15% of basic wages or Rs.1.5 lakhs p.a. whichever is less
Employee Gift	INR 4,999
National Pension Scheme(NPS)	Maximum up to 10% of Basic Pay

****Annual Incentive Plan:**

While there is no guaranteed minimum award, the Annual Incentive Plan for you will be 7% of your ‘TGC’; the maximum incentive amount for you under the plan is 10.5% of your ‘TGC’.

Leave and Holidays:

- All Purpose Leaves (APL): 25 days per calendar.
- National and Festival Holidays: 10 days

Annual Health Checkup:

- Employees are eligible for annual health check up every year sponsored by the company. The benefit is also extended for the dependents for a discounted rate

Medical Insurance:

- Coverage amount INR.500, 000/-
- Coverage Self + 5 Dependents (Dependents includes Spouse, two (2) children, Parents / Parents in Laws)
- Co-pay of 15% applicable for Parents / Parent in laws

Group Accident Insurance (GAI):

Coverage: 5 times of your Total Guaranteed Cash (“TGC”) subject to the terms and conditions outlined in the policy.

Group Term Life Insurance (GTLI):

Coverage: 5 times of your Total Guaranteed Cash (“TGC”) subject to the terms and conditions outlined in the policy.





Annexure B

Policy on Information Security

For the protection of the information shared with ASPL, Allstate Non-Insurance Holdings, Inc. ("ANIHI"), Allstate Northern Ireland Limited ("ANI"), or Allstate Insurance Company ("AIC") for the purpose of this Offer, ASPL and its affiliates have in place information security policies and procedures that contain managerial, technical, operational and physical security measures that comply with security standards to collect, receive, possess, store, deal or handle sensitive personal data or information of yours from unauthorized access, use, modification, damage, disclosure and impairment through multiple control points including but not limited to technology and operations controls. Details of these security practices and procedures are available on the Company intranet. You acknowledge that the security practices and procedures specified herein are reasonable and are designed to protect the information provided by it.

You also acknowledge that as security practices and procedures are constantly evolving; ASPL shall have the right to amend or replace the security practices and procedures from time to time at its sole discretion and provide details of such amended or replaced practices and procedures. Notwithstanding anything to the contrary contained in this Offer, the publication of such practices and procedures shall be deemed to incorporate such practices and procedures in this Offer.

The name of any agency collecting and retaining your sensitive personal data or information provided by you on behalf of ASPL is available on the Company intranet. You agree and consent that ASPL shall have the right to appoint or replace the agency collecting and retaining the sensitive personal data or information by publishing it on the Company intranet. The publication of such details on the Company intranet shall be deemed to incorporate such details in this Offer and unless objected to by the Employee, it will be deemed that the Employee has consented to such replacement and appointment. "You agree and consent to the Company being entitled to transfer the sensitive personal data or information to such third parties specified in company's intranet. The publication company intranet shall be deemed to incorporate such details in the Offer and unless objected to, it will be deemed that you have consented to such replacement and appointment.

ASPL, ANIHI, ANI, and AIC shall be entitled to use the personal data or information collected pursuant to this Annexure B for the purposes mentioned in this Annexure B and for any purpose ancillary or incidental thereto as ASPL may deem fit and you hereby specifically consent to such usage.

You are not permitted to withdraw the consent provided pursuant to this Annexure B Agreement unless the same is communicated to ASPL in writing. You also acknowledge that the personal information provided by you forms the basis of your employment with ASPL and consequently notwithstanding anything to the contrary contained in this Offer, ASPL reserves the right to discontinue your employment without any further notice or liability in the event that such consent is withdrawn.

In the event that ASPL or its affiliates shares any sensitive personal data or information with you, directly or indirectly, you hereby represent and warrant to use such sensitive personal data or information in accordance with the data security practices and procedures and internal privacy policy of ASPL as available on the Company intranet. Further, you agree to use such sensitive personal data or information only in the course of employment and not for any personal use. In case of unauthorized use by you of such sensitive personal data or information, ASPL reserves the right to discontinue your employment at its sole discretion after providing you with an opportunity to provide reasons.

Signed:

Name:



Annexure C

Please submit two (2) copies each of the below mentioned documents at the time of Joining:

- Degree / Semester Marks Cards for all courses pursued (full time / distance learning)
- Semester wise Consolidated Marks Sheet for all courses pursued (full time / distance learning)
- Provisional and Original Degree Certificates issued by the University for all courses pursued (full time / distance learning)
- Proof for Date of Birth (Birth Certificate, School Leaving Certificate or 10th Standard Mark Sheet with Date of Birth or Aadhaar card)
- Copy of Passport
- Relieving letter from all the Past Employers (Relieving letter from the Current Employer shall be submitted on the Date of Joining)
- PAN Card and 4 Passport size photograph



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Main - +91(20) 48538200

Date: 08-March-2023

Letter of Intent

Dear Dnyaneshwari Raijor,

Further to your job application and subsequent interview with our recruitment panel, we are delighted to offer you employment with **Northern Operating Services Private Limited** ("Northern") as "**Analyst I**", in our **Pune** office. The duties and responsibilities of the position are as outlined in your meeting with the interview panel. This letter of intent is a mutual agreement between Northern and you for employment at Northern. Brief details of your employment terms are outlined below. A detailed offer letter will be sent to you closer to your joining date.

Date Of Joining	Will be Confirmed by HR as appropriate date approaches.
Salary	Your Annual Fixed Pay will be ₹368,142 payable monthly in arrears. This will be credited to your bank account on the last working day of each month. The salary break-up is detailed in Annexure
Retirals	You will be entitled to participate in the Northern Provident Fund and Gratuity Scheme as per statutory requirements.
Benefits	You will be entitled to the following discretionary benefits, which may be varied or removed by Northern at any time: <ul style="list-style-type: none">• Northern provides transport to all its employees or a transportation allowance under the Transport Opt out Scheme• Private Health Insurance for self, spouse, children and either of parents or parents in law;• Accident insurance and• Life assurance
Conditional Offer	Your appointment as " Analyst I " with Northern is conditional upon: <ol style="list-style-type: none">1. You submitting your convocation/graduation certificate and/or course completion certification along with all semester mark sheets within six months from the date of joining Northern; failing to do so may amount to Northern taking corrective action which could lead to you being terminated from Northern2. Background checks on your academic and professional qualifications, current residential address, experience, and any criminal records;



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	<ol style="list-style-type: none"> 3. Receipt of written references; 4. Your eligibility to work in India. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commences.); 5. You are not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; 6. Your providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers. 7. Achieving and maintaining an acceptable standard for compliance purposes; 8. Written acceptance of this letter of Intent.
Working Hours & Leave	<p>Your working hours and annual Leave shall be as per Northern policy and is detailed in the 'Statement of Terms of Employment' and 'Northern Trust India Employee Handbook'. Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered. Employees may be required to work overtime. In such a case they will be compensated as per the provisions in the law.</p>
Probation & Notice Periods	<p>The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern Operating Services Private Limited will be considered to have been successfully</p>



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	completed after of six months or you will be advised in writing, if the Company decides to extend your probationary period. During your probationary period, initially of six months or any extended length of time, your notice entitlement will be thirty days, to be given by either party, prior to termination of the appointment. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of 60 prior to termination of the appointment
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Salary Break up Annexure

Name: Dnyaneshwari Raijor

Date: 08-March-2023

Salary Component	Amount
Basic	₹136,000
House Rent Allowance	₹54,400
Flexible Cash Component	₹149,600
Total Fixed Pay (TFP)	₹340,000
Retirals	
Employer's contribution to PF	₹21,600
Gratuity	₹6,542
Sub Total	₹28,142
Annual Fixed Pay (TFP + Retirals)	₹368,142
Monthly Gross	₹28,333

Northern Operating Services Private Limited

Note: This is a System Generated Document and does not require physical signature.

This document contains confidential information. If you are not the intended recipient, you are not authorized to use or disclose it in any form. If you have received this in error, please destroy it along with any copies and notify the sender immediately.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Name & Email Address : Dnyaneshwari Raijor , dnyaneshwariraijor123@gmail.com

Start Date: Will be Confirmed by HR as appropriate date approaches.



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03-October-2023

Dimple Rajesh Valesha
valeshadimple@gmail.com
Khushbu Bhavan, ward no 1 ,
Near Modal English High School ,
Shrirampur, Ahmadnagar, 413709

Dear Dimple,

We are delighted to offer you employment with Northern Operating Services Private Limited (referred as Northern hereafter) as **Analyst I** in our **Hedge Fund Services** Department within the **Asset Servicing**. Your official title at Northern will be **Non Officer**.

This Employment Agreement sets out the particulars of the terms and conditions of employment between Northern Operating Services Private Limited, Tower A, 13th to 16th Floor, EON Free Zone- II, EON Kharadi Infrastructure Pvt. Ltd. – SEZ, Pune – 411 014 (“Northern”) and Dimple Rajesh Valesha of Khushbu Bhavan, ward no 1 , , Near Modal English High School ,, Shrirampur, Ahmadnagar, 413709.

Any reference to “this agreement” throughout is reference to the terms and conditions of your employment as set out in this Statement.

1. Conditions

Your employment is conditional on:

- (a) your agreement to and acceptance of this Employment Agreement;
- (b) you providing Northern with a valid Aadhaar number
- (c) your agreement to and acceptance (both in writing and electronically where requested) of the attached Non-Solicitation and Confidentiality Agreement;
- (d) should Northern request it, a medical assessment and report satisfactory to Northern;
- (e) the completion of background screening checks, including criminal records checks, (both prior to the commencement of your employment and on a recurring basis during employment) and receipt of written references to the satisfaction of Northern;
- (f) you providing Northern with satisfactory proof of any relevant qualifications, as may be requested by Northern;





- (g) your agreement to and achieving and maintaining a suitable standard for compliance purposes (see below), including agreeing to comply with all applicable policies, procedures and guidance, and completion of mandatory training in appropriate timescales. Your role is subject to the achievement and maintenance of an appropriate level of competence, as required by your current role at any point in time;
- (h) you being free to take up and carry out the role offered to you and you not being in breach of or breaching any express or implied terms of any contract, court order or of any other obligation legally binding upon you by virtue of accepting this Employment Agreement;
- (i) you having declared any action taken against you by a regulatory or professional body;
- (j) you having lawful authority to work in India and producing satisfactory evidence to this effect. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commence);
- (k) you not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; and
- (l) you providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers.

During your employment, Northern may conduct periodic background checks (including criminal records checks). It is a condition of your employment that you consent to provide the personal information required to conduct such checks when requested to do so. By accepting this Employment Agreement, you understand and agree that failure or refusal to consent and/or provide the required personal information will constitute a serious breach of this Employment Agreement which will be cause for initiating disciplinary action, including but not limited to termination of employment.

All of the above must be to the satisfaction of Northern. This appointment is on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience and criminal records. In the event it is discovered, at any stage, that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld / suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated. In addition, if the conditions stated above are not fulfilled to the satisfaction of Northern, then your appointment will be deemed void and your services with Northern terminated.



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This appointment is on the confirmation from you that you can perform the duties of the position for which you are being hired without violating any obligations that you might have to any other person or company.

2. Commencement Date

You, Dimple Rajesh Valesha, are employed by Northern as Analyst I in our Hedge Fund Services Department with effect from **23-October-2023**. You are requested to bring with you, when you first report for work, either a valid passport and employment visa (where relevant) or other valid evidence of the right to work in India. If this is problematic, please contact the Human Resources Department to discuss. You will receive an email in the week prior to your Date of joining, with instructions for your first day of employment.

3. Probation

The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern will be considered to have been successfully completed after six months or you will be advised in writing, if Northern decides to extend your probationary period. During your probationary period, either the company or you may terminate this agreement by giving in writing to the other party, thirty days' notice, and the same notice requirement would apply to you should you resign during the probationary period. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of **60** days prior to termination of your employment. In either case, Northern reserves the right to pay you in lieu of notice.

4. Job Title

You are employed as **Analyst I** in our **Hedge Fund Services** Department. You have been informed about your reporting line Manager by the hiring panel. Northern reserves the right to amend your reporting line to any person so appointed to act with such authority.

You shall faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to you by Northern together with such person or persons as Northern may appoint to act jointly with you. You shall serve Northern in this capacity to the best of your ability or in such other capacity as Northern may from time to time determine.

You and Northern agree that the nature of Northern's business demands flexibility and that reallocation of duties, power and other responsibilities from time to time is a natural part of – and a precondition for – the employment relationship between you and Northern. This may involve a change in your job title and reporting relationship.



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You shall perform such duties, discharge such responsibilities and exercise such powers, authorities and discretions in relation to Northern as from time to time may be delegated to you on such terms and conditions and subject to such restrictions as may from time to time apply. Northern may at any time require you to cease performing or exercising any particular power, authority or discretion delegated to you.

You shall at all times keep Northern promptly and fully informed (in writing if requested) of the business of Northern and of any information which may adversely affect Northern or its business.

5. Duties and Responsibilities

Duties and responsibilities of the position are as outlined in your meeting with the recruitment panel. You may be required to undertake other duties from time to time as Northern may reasonably require.

You shall devote the whole of your time unless prevented by ill-health or accident or otherwise directed by Northern (including during any period of suspension or exclusion as detailed under sections 17 and 19) to your duties under this Employment Agreement. You must serve Northern honestly and faithfully. You may not, without the prior written consent of your manager, be employed or otherwise engaged in any other business, trade or profession either directly or indirectly in any capacity whatsoever. You must also not engage in other business activity, whether paid or unpaid which may conflict with your duties as an employee of Northern.

6. Associated Company

You acknowledge and agree that Northern may at times require you to work for any Associated Company and to carry out its duties or responsibilities for any Associated Company which include its subsidiaries, affiliates or its customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

For the purposes of this Employment Agreement, an "Associated Company" is any company which for the time being is:

- (a) a holding company of Northern; or
- (b) a subsidiary of any such holding company or Northern; or
- (c) a company over which Northern or any holding company has control.

By working for any Associated Company, and/or by carrying out duties or responsibilities as mentioned in the above paragraph, you do not become an employee, or agent, or contractor of such Associated Company, including its subsidiaries, affiliates, customers, subcontractors or any other individuals or companies having any kind of association or relationship with



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Northern. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

Northern further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Northern or as part of any restructuring or amalgamation or such other plan implemented by Northern or by which Northern is bound, on such terms and conditions as applicable to such a plan.

7. Location

You shall work at Northern's offices based at **Pune** or such other place of business of Northern or any Associated Company as may be directed by management from time to time.

You may be required to work at any other location, as may be directed by Northern from time to time. In normal circumstances you will not be required to work outside of India, however, business requirements may necessitate short term visits outside of India.

8. Compliance with Applicable Law

You agree to comply with all applicable laws, regulations, governmental orders of India and rules governing the business or businesses in which Northern operates including, but not limited to, other jurisdictions where relevant laws may apply from time to time that relate to your employment by Northern.

9. Salary

Your Annual Fixed Pay will be **₹368,142**, inclusive of all hours worked. A detailed breakdown of your Annual Fixed Pay is set out in **Annexure 1**.

Salary will be payable on a monthly basis, in arrears in 12 equal instalments. This will be credited to your account on or before the last working day of each month, subject to statutory deductions.

In accordance with the Analyst salary framework, your next salary review will be in the quarterly review cycle following the completion of 12 months in the role. Any subsequent increase after this will be as per the company's Annual Review Cycle, as laid out below.

The annual performance appraisal cycle is from January to December. Your base salary will be reviewed by Northern in or about April each calendar year, or at any other time determined by Northern from time to time. Annual salary adjustments will normally be effective on 1 April each year, subject to the rules in this regard and at Northern's absolute discretion.. In undertaking this review Northern may have regard to any matter in its absolute discretion. This review will not necessarily lead to an increase in your base salary. There will be no review of salary after notice has been given by either party to terminate your employment.





You consent to the deduction of any sums you owe to Northern at any time from your salary or from any payment due from Northern to you. You also agree to make any payment to Northern of any sums owed by you to Northern upon demand by Northern at any time.

10. Benefits

The benefits set out below are discretionary and may be varied or removed by Northern at any time without notice.

- (a) Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;
- (b) Northern offers Private Health Insurance for all employees and their dependents (as defined by the insurers) from the first day of employment;
- (c) Personal Accident Insurance is provided for all Northern employees; and
- (d) Group Term Life Insurance is provided for all Northern employees.

The above-mentioned insurance benefits are subject to: (i) acceptance by the insurers; (ii) the terms and conditions of the insurance policy (which may change from time to time); (iii) the premium being at a rate which Northern considers reasonable; and (iv) the agreements with the insurers. Benefits may be restricted both on an individual and/or aggregate basis. If an insurance provider refuses for any reason to provide insurance for you, Northern shall not be liable to provide you with any benefit of the same or similar kind or to pay any compensation in lieu of such benefit. Please refer to the Northern Trust India Employee Handbook for further information.

11. Retirals

You will be eligible to participate in the Provident Fund and Gratuity Scheme, subject to the terms and conditions of the Fund and Scheme from time to time in force as prescribed under law. You will be provided with the details and terms and conditions at the time of your joining. Subject to applicable law, Northern reserves the right to terminate or substitute another fund and scheme.

12. Hours

Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Your initial login time will be **11:30 IST**. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will



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be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered.

Work patterns vary and you may be required to work outside of these normal working hours should the needs of the business make it necessary. The position will, from time to time, require work on additional hours. You will be compensated for such hours worked according to Northern's overtime policy if you are an overtime eligible partner.

Where required by Northern, you must accurately record your start and finishing times, and also the hours which you work each day.

13. Leave

(a) Annual leave

Northern's holiday year runs from 1st January to 31st December. Your Annual Leave entitlement of 22 days must be taken during the appropriate holiday year.

You are entitled to payment in lieu of any accrued but unutilised annual leave and termination of employment. If you have exceeded your leave entitlement and leaving Northern, a deduction will be needed from your salary in consultation with you.

(b) Sick and casual leave

12 days of sick leave and casual leave (together) for sickness, accident or situations of emergency.

(c) Public / National Holidays

Northern recognises 10 days of national and local Public holidays. Details are contained in the Northern Trust India Employee Handbook and as currently in place and amended by Northern from time to time.

Further details about holidays and leave entitlement are contained in the Northern Trust India Employee Handbook. Details of authorised leave other than leave entitlement will also be found in the Northern Trust India Employee Handbook.

14. Expenses

Northern will reimburse you for all reasonable business expenses properly incurred by you in the course of the performance of your duties. Any reimbursement is conditional upon the presentation of expense statements, receipts or other supporting documentation that Northern



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may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

You agree that expenses drawn on Northern's credit card (which may be available for your use), which you have not accounted for in accordance with Northern's expense reporting policy within one month of the due date of the credit card company's invoice, may be set off by Northern against your net salary.

15. Travel

You may be required by Northern to travel from time to time in order to perform the duties of your position, without any additional remuneration.

16. Notice and Termination

Following the successful completion of your probationary period, the length of notice to terminate your employment which you are obliged to give to Northern, or Northern is obliged to give to you, will be **60 Days**.

Northern reserves the right to make a payment of salary in lieu of notice. For the avoidance of doubt, a payment in lieu shall not include any element in respect of insured benefits (e.g. health, life and travel) or holiday entitlement which may otherwise have accrued during the period in respect of which the payment in lieu is made.

During any period of notice of termination, whether given by Northern or you, Northern shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises and prevent your contacting any member of Northern's staff, clients or suppliers, provided that this shall not affect your entitlement to receive your normal contractual payments. For the avoidance of doubt, during any such period, you may not undertake work of any nature on behalf of or for the benefit of any third party and you remain obliged to comply with your confidentiality obligations.

If you have resigned from employment, Northern may, at its sole discretion waive all or part of the notice, or allow you to pay in lieu of the notice period (or any remaining part of the notice period). Any resignation would have to be accepted by Northern to become effective. However, in case any disciplinary proceedings are either contemplated or pending against you or if there are certain business exigencies, Northern will have the right not to accept your resignation. Once accepted, the resignation cannot be withdrawn without express consent of Northern.

Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you complete the age of 60 years as per the organization's record.

Nothing in this Employment Agreement shall prevent the giving of a lesser period of notice by either Party where it is mutually agreed.



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If you are prevented, at any time, by ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform Northern and supply it with such details as may be required, and if you are unable by reason of ill-health or accident or disability, for a period of 9 months or more to perform your duties hereunder, Northern may forthwith terminate your employment.

You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of your employment for any reason whatsoever.

Northern shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit an act of misconduct or are otherwise in serious breach of this Employment Agreement or your obligations as an employee or if you fail to maintain a valid right to work and reside in India. An indicative list of acts which constitute misconduct is set out below (and also in the Northern Trust India Employee Handbook):

- (a) fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;
- (b) dishonesty, embezzlement, larceny or misappropriation of Northern or client funds or property;
- (c) possession, use, copying or reading of corporate records without appropriate authorization, or disclosure of confidential information concerning financial, business or work information concerning Northern or any Associated Company or if it's one of their clients;
- (d) refusal to cooperate in any investigation deemed necessary by Northern;
- (e) falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records;;
- (f) removal of, damage to, or misuse of Northern's or any person's property;
- (g) improper or unauthorized use of funds property or services;
- (h) workplace violence or the commission of, or threat to commit injury or damage against any person or his/her property; and
- (i) illegal or unauthorized possession, selling, delivery or use of intoxicants, narcotics or controlled substances any time during employment or while on premises or on corporate business.
- (j) Breach of any clauses of the Company's regulations/policies.





These are not intended to be exhaustive, and may be supplemented by area work rules in particular units. Northern also reserves the right to issue discipline up to and including dismissal for any other action which in its sole discretion it deems unacceptable. Disregard of Northern's performance or conduct standards may result in disciplinary action up to and including termination.

17. Obligations on Termination

On leaving employment you must return all property, documents and correspondence belonging to or relating to Northern, any Associated Company or its or their customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

Upon the termination of your employment, for whatever reason, you shall resign from all offices (if any) held by you in Northern and/or any Associated Company and in the event of failure to do so, Northern is hereby authorised to appoint a person in your name and on your behalf to execute all documents and to do all things requisite to that effect.

18. Suspension

If Northern suspects that you have been involved in any improper conduct or involved in any misconduct or other conduct which in the reasonable opinion of Northern may impact upon your ability to carry out your duties and responsibilities under this Employment Agreement or may cause damage to Northern's business or reputation, Northern may do the following for the purposes of conducting an investigation:

- (a) suspend you from performing the duties and responsibilities of your position for a period determined by Northern;
- (b) direct you not to attend the workplace, communicate with fellow employees, customers, suppliers or clients of Northern or any other persons involved in the conduct which is being investigated, or otherwise interfere with the conduct of the investigation; and
- (c) appoint any person to conduct the investigation and direct you to provide any assistance and answer any questions required for the investigation.

During the period of suspension you will continue to receive the remuneration under this Employment Agreement.

Any suspension under this clause will not be treated as disciplinary action by Northern, but will be instituted solely for the purpose of conducting an investigation.





19. Disciplinary procedures

You are subject to the disciplinary rules and procedures set out in the Northern Trust India Employee Handbook. In cases of misconduct you may be dismissed without notice or pay in lieu of notice.

20. Grievance procedure

If you have a grievance or are dissatisfied with anything affecting your employment you have the right to raise the matter in accordance with the procedure set out in the Northern Trust India Employee Handbook.

21. Collective agreements

As per the date of this Employment Agreement, no collective agreements directly affect your terms and conditions of employment.

22. Northern Trust India Employee Handbook

The provisions of Northern Trust India Employee Handbook apply to your employment. The Northern Trust India Employee Handbook sets out additional terms of employment with which you are obliged to comply. These terms do not form a part of your Employment Agreement. For your information, Northern has a No Smoking Policy and smoking is not permitted anywhere on Northern's premises.

23. Compliance

Various Associated Companies for which you may be asked to work are subject to additional legal and regulatory requirements of other countries. In addition, all Northern Trust activities are subject to supervision by the Federal Reserve Bank of Chicago and where relevant, by the Reserve Bank of India. You are therefore required to conduct your business and outside activities in accordance with all applicable legal and regulatory requirements, as set out in relevant Corporation Policies, and other written guidance. Failure to do so may result in disciplinary action being taken by Northern. In particular, your attention is drawn to the regulatory requirements described below, which may be applicable to your activities:

(a) Personal Investment Transactions

Associated Companies' activities enable certain staff to have access to information concerning the purchase and sale of investments, which if misused, could involve a breach of the law, regulatory rules and have an adverse effect on clients. Therefore, you are required to adhere to Northern's rules concerning the authorization and notification of personal investment transactions.

(b) Anti - Money Laundering





You are required to complete Anti-Money Laundering training on a periodic basis. You will be advised of your training requirements at the commencement of your employment.

(c) Dealing Rules

You are required at all times to abide by all applicable laws, regulations or rules governing the business or businesses in which Northern operates

(d) Standards of Conduct

The Northern Trust Corporation Code of Business Conduct and Ethics (Code of Conduct) is a statement of basic principles to be followed by all employees. The Standards of Conduct Policy supplements and provides further detail to the Code of Conduct concerning business ethics and standards. You will be required to acknowledge the Standards of Conduct Policy and all policies listed therein on an annual basis.

They can be found under Partner Passport > About Northern Trust > Corporate Ethics. You should read these policies carefully and comply with the guidelines at all times.

Upon joining Northern you will be provided with a copy of all relevant Corporation Policies and will be asked to confirm your acknowledgment of all of the terms contained therein.

You do not become an employee, or agent, or contractor of any other Associated Companies just by performing services, and/or by carrying out duties or responsibilities for such companies. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

24. Confidential information

You are obliged to comply with the terms of the Non-Solicitation and Confidentiality Agreement during and after the termination of your employment with Northern. A copy of the Non-Solicitation and Confidentiality Agreement is enclosed with this Employment Agreement and forms part of the terms and conditions of your employment. In accepting the enclosed Non-Solicitation and Confidentiality Agreement, you confirm and acknowledge that you have received the document, that you have read and understood it and that you agree to abide by its contents.

You shall not disclose to Northern, or use for its benefit, any proprietary or trade secret information to which you may have had access while employed elsewhere. You shall not bring to Northern's facilities any materials or documents belonging to any other person or company, including but not limited to customer lists.



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25. Inventions

Any work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), designs or copyright work and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time, made by you during the course of your employment by Northern whether or not in the course of your duties and whether for Northern or any Associated Company (“Intellectual Property”) shall be the exclusive property of Northern. All such Intellectual Property shall be regarded as having been created under a contract of service. In consideration of your employment with Northern, you hereby transfer and assign in favour of Northern, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Northern does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You also agree to assist and cooperate with Northern in perfecting Northern’s rights in the Intellectual Property. You undertake at the expense of Northern to execute any formal and additional assignment required by Northern to vest or confirm the vesting in it or its nominee of all rights in any such Intellectual Property.

The obligations set out in this section shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Northern and its business in a manner inadequately compensable in damages and that Northern may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

26. Communication

You shall keep Northern informed of your latest postal address at all times and inform Northern in writing of any change in address. Any communication sent to you by Northern on your last known address shall be deemed to be duly served notwithstanding the fact that you have changed your address if this change was not previously advised in writing to Northern.





27. Dual Employment

You are not and will not be subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern.

28. Amendments

Subject to applicable laws, Northern reserves the right to amend its terms and conditions of employment and policies from time to time. Such amendments will be confirmed to you in writing.

29. Acceptable Use

Northern may provide you with access to certain facilities, including email and internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopying facilities. You must use these facilities in accordance with any applicable Code of Conduct or policy.

You shall have access to e-mail and the Internet, for the better performance of your duties. You agree to comply with Northern's policies regarding the use of Northern's computers, e-mail system, Internet services and other software programmes. You are aware that Northern has complete access to all material and e-mail correspondence and an overview of Internet usage that is saved in or performed via Northern's data system.

Northern reserves the right to monitor all e-mails/Internet activity by you for the purposes of managing your employment and to ensure compliance with Northern's applicable policies and procedures.

30. Employee's Representations and Warranties

This Employment Agreement and your employment with Northern are at all times conditional upon:

- (a) your obtaining and retaining all necessary visas, work permits, licenses, registrations, or memberships to enable you to lawfully reside and work in India and fulfil the duties of your position;
- (b) your being competent to properly carry out the duties of your position and that any representations as to the qualifications, skills, experience, industry knowledge, business influence, client contacts, and employment history made by you or a person on your behalf are true and correct; and



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- (c) your not being subject to any direct or indirect restrictions on your ability to fully perform the duties of your position and your not breaching any obligation to a third party by entering into this contract.

You acknowledge that in entering into this Employment Agreement, you have not relied on any representations, assurances, warranties, or understandings about its subject matter, except as provided in this Employment Agreement.

31. Miscellaneous

This Employment Agreement, the Non-Solicitation and Confidentiality Agreement and the other documents referred to herein constitute the entire agreement relating to your employment and supersedes all (if any) prior offers, subsisting agreements and undertakings (written or oral), with respect to your employment by Northern which such agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent. You warrant that you have not entered into this Employment Agreement in reliance on any warranty representation or undertaking of any nature whatsoever which is not contained in or specifically incorporated in this Employment Agreement.

The expiration or determination of this Employment Agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter, and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Employment Agreement by the other party.

No delay, failure or omission on the part of Northern to exercise any of its powers, rights or remedies under this Employment Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. If, at any time, any provision of this Employment Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not be impaired or affected.

32. Governing Law and Jurisdiction

This Employment Agreement is governed and construed in accordance with Indian laws. The courts at Pune shall have the exclusive jurisdiction over all disputes or claims between you and Northern under this Employment Agreement. Any dispute, controversy or claim arising out of or in connection with the Employment Agreement shall be finally settled under the Rules of Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore. The language of arbitration will be English. If any provision of this Employment Agreement is held to be invalid or unenforceable, then such provisions shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Employment Agreement but without invalidating any of the remaining provisions of this Employment Agreement.



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33. Third Party Rights

Other than an Associated Company, any person who is not a party to this Employment Agreement has no right to enforce any term of this Employment Agreement.

34. Personal Data Protection

Please note that any personal data, which have been provided by you to Northern, its agents (including Personnel Risk Management), recruitment agencies or other third parties, in connection with your application to Northern for employment, including any sensitive personal data and any subsequent personal data supplied by you, in connection with your employment with Northern, will be held on a confidential basis. Northern will process these personal data (and may disclose them) for the purposes of offering you employment with Northern and all other purposes for which Northern deems fit.

For the purposes set out above, Northern may also transmit personal data about you overseas to other countries. Northern will take all reasonable steps to ensure that your data will be treated with an acceptable level of confidentiality.

By accepting and acknowledging this Employment Agreement, you consent to personal data (and, in particular, sensitive personal data) relating to you being held, processed or disclosed for the purposes set out above. You also consent to the transfer overseas of any such personal data by Northern as set out above.

35. Acknowledgment and Acceptance

If the terms and conditions of this Employment Agreement are acceptable to you, please confirm your acceptance by acknowledging (both electronically and in writing, where requested) and returning the enclosed copies of this Employment Agreement, the Non-Solicitation and Confidentiality Agreement and completing (and signifying your agreement to, where required) all of the documents listed on the enclosed checklist as indicated to Northern Trust within seven days from the date of this Employment Agreement. If we do not receive this in the form mentioned above by the mentioned date, we will assume you do not wish to accept the terms and the offer will lapse and be void. Prior to this date, the offer is valid subject to your joining on or before the date mentioned on the Employment Agreement. If your agreed start date is not detailed in your Employment Agreement at this stage, you will be required to mention this on your first day of employment.

The terms of this offer are strictly confidential between you and Northern and any breach of this confidence will be viewed with utmost seriousness.



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Northern Operating Services Private Limited

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Annexure 1

Salary Annexure

Salary Component	Amount
Basic	₹136,000
House Rent Allowance	₹54,400
Flexible Cash Component	₹149,600
Total Fixed Pay (TFP)	₹340,000
Retirals	
Employer's contribution to PF	₹21,600
Gratuity	₹6,542
Sub Total	₹28,142
Annual Fixed Pay (TFP + Retirals)	₹368,142
Monthly Gross	₹28,333

Additional Benefits:

- Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;
- Private Health Insurance is provided to the employee and his/her dependants (as defined by the insurers);
- Life and Accident cover is provided for the employee only.

Note:

- Flexible cash component can be further used for claiming tax exemptions on LTA subject to limits.
- Shift allowance where applicable is paid as per prevalent policy.
- Employee State Insurance (ESI) is a statutory contribution towards government health insurance in addition to Northern provided Insurance (for eligible employees only).

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NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

A. Confidential Information:

1. I agree and acknowledge: (a) that in the course of and as a consequence of my employment with the Company and because of the nature of my responsibilities I will have access to and will be entrusted with Confidential Information (as defined below) concerning the Company's business; (b) that I will occupy a position of trust and confidence with respect to such Confidential Information; (c) that the Company entrusts me with Confidential Information in reliance on a confidential relationship arising out of my employment with the Company and my execution of this Agreement; and (d) that such Confidential Information that I may acquire or to which I may have access is of great value to the Company.
2. I will not, during my employment or thereafter, remove or transfer physically, electronically or in any other way any Confidential Information (or any copy thereof) from premises or property owned, used or leased by the Company, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company. Upon any termination of my employment, all documents and electronic files containing Confidential Information (including all copies) and all Company property will be turned over immediately to my manager or other designee at the Company, and I shall retain no copies thereof.
3. I agree that, during the course of my employment with the Company and after I cease to be employed by the Company for any reason, I will not, directly or indirectly, for my own or another's benefit, use, make known or divulge any Confidential Information, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company.

B. Competitive Restrictions:

1. I agree that, during my employment with the Company, I will not directly or indirectly, nor will I assist anyone else to, engage in any activity that is competitive with the Company or any of its subsidiaries or affiliates.
2. I agree that, during my employment with the Company and for a period of six (6) months after I cease to be employed by the Company for any reason, I will not, directly or indirectly, except as authorized by the Company in the course of my duties for the Company: (a) provide, or directly assist in the provision of, any





Competitive Services or Products to any Client or Prospective Client (as defined below); (b) Solicit, or directly assist in the Solicitation of, any Client or Prospective Client; or (c) solicit, encourage, advise, induce or cause any Restricted Person (as defined below) to terminate his or her employment or engagement with the Company, nor provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any Restricted Person.

3. I acknowledge that my duties for the Company are not confined to any specific geographic area. Rather, my duties pertain to particular clients, and the identities and locations of these particular clients may change from time to time. I therefore agree that the restrictions in this Agreement attach to my conduct in any country where the Company has carried out business in which I have been materially involved or concerned and with respect to Clients and Prospective Clients wherever they may be located during the six (6) month period after I cease to be employed by the Company.
4. Nothing in this Agreement shall prohibit my Solicitation of or my providing Competitive Services or Products to any Client or Prospective Client with whom I can demonstrate that I had a business relationship prior to the start of my employment with the Company, provided that no Confidential Information is used, directly or indirectly, in connection with that Solicitation or provision of Competitive Services or Products.
5. If my employment with the Company lasts for less than six (6) months, the time period of the competitive restrictions provided for in this section shall be reduced to be equal to the number of months that I was employed by the Company.
6. Nothing in this Agreement is intended to prevent me from seeking or accepting employment with any other financial services institution, bank, trust company, brokerage firm, or other competing entity after the termination of my employment with the Company, so long as such employment does not violate the restrictions of this Section B.

C. Work Product:

1. Any work product, inventions, methods, processes, software, procedures, improvements, property, data, documentation, information or materials that are prepared, conceived, discovered, reduced to practice, developed or created by me, either jointly or severally, during, in connection with, for the purpose of, related to, or as a result of any work I performed for the Company, the business of the Company, or the Company's actual or demonstrably anticipated research or development (the "Work Product") shall be owned exclusively and perpetually by the Company. I agree to disclose promptly all Work Product to the Company. I hereby unconditionally and irrevocably transfer and assign to the Company all right,





title and interest (including all patent, copyright, trade secret and any other intellectual property rights) that I currently have (or in the future may have) by operation of law or otherwise in or to any Work Product. I acknowledge that all Work Product that may be copyrighted shall be deemed, to the extent permitted by law, “works made for hire” as defined in the U.S. Copyright Act, 17 U.S.C.A. §101 et seq. (or equivalent local legislation as applicable), I agree to waive all rights (including “moral rights”) in all Work Product, and I further agree to and hereby assign to the Company all of my right, title and interest (including copyright) in the Work Product. Nothing in this Agreement shall be construed to grant the Company any interest in materials that I prepared, conceived, discovered, reduced to practice, developed and created entirely on my own time and for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used, unless those materials relate to the Company’s business (including the Company’s actual or demonstrably anticipated research or development) or result from any work that I performed for the Company.

2. To the extent that any document or other filing can be prepared or filed in order to perfect, evidence or register any transfer as referenced in paragraph C.1 above, then I will, at the cost of the Company, sign and otherwise assist with any such document or filing (and any steps related thereto) as the Company considers desirable.

D. Definitions: For purposes of this Agreement:

1. “Company” means The Northern Trust Company, its successors, and any and all subsidiaries or other affiliates (or any of their successors) as to which I perform services, or have access to Confidential Information, during my employment. For purposes of this Agreement, the term “affiliate” means any entity that owns or controls, is owned or controlled by, or that is owned or under common control with The Northern Trust Company.
2. “Competitive Service or Product” means any service or product that satisfies both of the following criteria: (a) is the same or substantially similar to or competitive with any service or product that the Company provided to its clients during my employment by the Company, and (b) is one as to which I had material involvement or access to Confidential Information at any time during the period of twelve (12) months prior to the termination of my employment with the Company.
3. “Client” means any person or entity to which the Company provided Competitive Services or Products, and with which I had contact or about which I had access to Confidential Information, during the last twenty-four (24) months of my employment. “Prospective Client” means any person or entity to which the Company provided, or from which the Company received, a proposal, bid, or written inquiry (general advertising or promotional materials and mass mailings excepted) for the Company to provide Competitive Services or Products and with





which I had contact, or about which I had access to Confidential Information, and with whom the Company has been engaged in negotiations, during the last twelve (12) months of my employment. “Client” shall not include any person or entity that acted only as a referral source for the Company during the last twelve (12) months of my employment.

4. “Solicit” and “Solicitation” (with respect to Clients or Prospective Clients) mean directly or indirectly, and without the Company’s written authorization, to invite, encourage, request, or induce (or to assist another to invite, encourage, request or induce) any Client or Prospective Client to: (a) surrender, redeem or terminate a product, service or relationship with the Company; (b) obtain any Competitive Service or Product from me or any third party; or (c) transfer a product, service or relationship from the Company to me or any third party.
5. “Confidential Information” means all information regarding the clients of the Company, or regarding the current or planned business of the Company, which has not been made generally known to the public by authorized representatives of the Company, whether created or supplied to me by the Company or compiled by me in the course of my duties for the Company, including but not limited to: (a) client information, such as client lists (in any form) and other non-public personal, business, financial, or other information regarding the clients or prospective clients of the Company, such as the identities of clients and prospective clients (including names, addresses, phone numbers, email addresses, and social security numbers or other government-issued identification numbers), information regarding clients’ accounts, their borrowings, their financial needs, their current or proposed transactions, their investment preferences and/or history, contract terms, client files, all internal analyses of clients and/or their accounts or investments, and all other information regarding clients that the client or applicable law designates as private or confidential; (b) financial information, such as financial plans, reports, and forecasts; earnings figures; and profitability information; (c) corporate strategies, and business, marketing and/or strategic plans; (d) business procedures and methods, computer data, software, and systems designs of the Company; (e) all personnel files and information and any lists of employees, vendors, or independent contractors of the Company; and (f) all information for which the Company has a legal or contractual obligation to treat as confidential. Confidential Information does not include information which has become available to the public generally (otherwise than as a result of any breach by me of any obligation owed by me to the Company).
6. “Restricted Person” means any person of Officer level or above who provided services to the Company (whether as an employee, agent, independent contractor, or otherwise) within the last six (6) months of my employment with the Company, and with whom I had material business-related contact, about whom I had access to





confidential personnel information, or for whom I had direct or indirect supervisory responsibility, during my employment with the Company.

E. Notice and Other Agreements:

1. If for any reason I decide to leave the Company, I agree that I will provide written notice of my intention to leave as provided in my contract of employment with the Company or (if no such notice period exists) of ten (10) business days (two (2) weeks), setting out the date I want to leave, and (as soon as I know it) the name of my next employer, with a description of what my expected position will be. I agree that the Company may contact my new employer regarding my obligations under this Agreement.
2. I recognize that the restrictions set forth in this Agreement are reasonable in scope, including as to time, geography, and the nature of the activities they prohibit, and that they are no more extensive than is necessary in order to protect the legitimate interests of the Company. I further recognize that the Company will suffer immediate and irreparable harm as the result of any breach of such restrictions and that monetary damages will not be adequate to compensate the Company for such breach. I understand that the Company may seek injunctive relief, in addition to monetary damages, to enforce those restrictions. I acknowledge that the period of the restrictions in this Agreement shall be reduced by any period of garden leave exclusion to which I may be subject under my contract of employment with the Company.
3. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall be limited, modified and construed in accordance with applicable law as it then shall appear, and if such modification does not or cannot occur, then the provision in question shall be severed, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remainder of this Agreement shall be enforceable and binding upon the parties.
4. I understand and acknowledge that if I transfer positions or locations between or among Northern Trust Corporation subsidiaries or affiliates, I may be required to sign another, substantially similar Non-Solicitation and Confidentiality Agreement. I agree that the Company may assign this Agreement, and I hereby consent to such assignment and to the enforcement of this Agreement by the Company's successors and assigns. This Agreement and the rights and obligations of the Company and I hereto shall bind and inure to the benefit of any successor or successors of the Company, but neither this Agreement nor any rights or benefits hereunder may be assigned by me.



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5. This Agreement is intended to supersede the provisions of any employment agreement or other agreement that I may have previously entered into with the Company regarding the subject matters described in this Agreement, but this Agreement will not supersede the terms and conditions of any agreement pertaining to any equity award that I may previously have received.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.



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Date: 08-March-2023

Letter of Intent

Dear Vishakha Sawant,

Further to your job application and subsequent interview with our recruitment panel, we are delighted to offer you employment with **Northern Operating Services Private Limited** ("Northern") as "**Analyst I**", in our **Pune** office. The duties and responsibilities of the position are as outlined in your meeting with the interview panel. This letter of intent is a mutual agreement between Northern and you for employment at Northern. Brief details of your employment terms are outlined below. A detailed offer letter will be sent to you closer to your joining date.

Date Of Joining	Will be Confirmed by HR as appropriate date approaches.
Salary	Your Annual Fixed Pay will be ₹368,142 payable monthly in arrears. This will be credited to your bank account on the last working day of each month. The salary break-up is detailed in Annexure
Retirals	You will be entitled to participate in the Northern Provident Fund and Gratuity Scheme as per statutory requirements.
Benefits	You will be entitled to the following discretionary benefits, which may be varied or removed by Northern at any time: <ul style="list-style-type: none">• Northern provides transport to all its employees or a transportation allowance under the Transport Opt out Scheme• Private Health Insurance for self, spouse, children and either of parents or parents in law;• Accident insurance and• Life assurance
Conditional Offer	Your appointment as " Analyst I " with Northern is conditional upon: <ol style="list-style-type: none">1. You submitting your convocation/graduation certificate and/or course completion certification along with all semester mark sheets within six months from the date of joining Northern; failing to do so may amount to Northern taking corrective action which could lead to you being terminated from Northern2. Background checks on your academic and professional qualifications, current residential address, experience, and any criminal records;



Regd Off:
Northern Operating Services Pvt. Ltd.
2nd Floor, RMZ Ecospace, Campus 1C,
Sarjapur Outer Ring Road
Bangalore, 560 103,
Karnataka, India.
Main - +91 (80) 4017 8500
CIN – U72300KA2005PTC048089

SEZ Unit:
Northern Operating Services Pvt. Ltd.
Tower A, 13th to 16th Floor,
EON Free Zone- II,
EON Kharadi Infrastructure Pvt. Ltd. – SEZ,
Survey No.72/2/1, Kharadi, Pune – 411 014,
Maharashtra, India.
Main - +91(20) 48538200



	<ol style="list-style-type: none"> 3. Receipt of written references; 4. Your eligibility to work in India. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commences.); 5. You are not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; 6. Your providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers. 7. Achieving and maintaining an acceptable standard for compliance purposes; 8. Written acceptance of this letter of Intent.
Working Hours & Leave	<p>Your working hours and annual Leave shall be as per Northern policy and is detailed in the ‘Statement of Terms of Employment’ and ‘Northern Trust India Employee Handbook’. Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered. Employees may be required to work overtime. In such a case they will be compensated as per the provisions in the law.</p>
Probation & Notice Periods	<p>The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern Operating Services Private Limited will be considered to have been successfully</p>



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	completed after of six months or you will be advised in writing, if the Company decides to extend your probationary period. During your probationary period, initially of six months or any extended length of time, your notice entitlement will be thirty days, to be given by either party, prior to termination of the appointment. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of 60 prior to termination of the appointment
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Salary Break up Annexure

Name: Vishakha Sawant

Date: 08-March-2023

Salary Component	Amount
Basic	₹136,000
House Rent Allowance	₹54,400
Flexible Cash Component	₹149,600
Total Fixed Pay (TFP)	₹340,000
Retirals	
Employer's contribution to PF	₹21,600
Gratuity	₹6,542
Sub Total	₹28,142
Annual Fixed Pay (TFP + Retirals)	₹368,142
Monthly Gross	₹28,333

Northern Operating Services Private Limited

Note: This is a System Generated Document and does not require physical signature.

This document contains confidential information. If you are not the intended recipient, you are not authorized to use or disclose it in any form. If you have received this in error, please destroy it along with any copies and notify the sender immediately.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Name & Email Address : Vishakha Sawant , vishakhasawantvrs@gmail.com

Start Date: Will be Confirmed by HR as appropriate date approaches.



To,

Miss. Bhakti Tiwari,

Date: 04th August 2023

Employee Address: 486/c Elphinstone road, mangalaya society, opposite of T.J college, khadki, Pune 411003

Subject: Appointment as Trainee Recruiter

With Reference to your interview held with us, we are pleased to appoint you as **Trainee Recruiter**, at Right Move Staffing Solutions Private Limited. You are requested to join us on or before **01st August 2023**. If for whatever reason, you are unable to meet this date, please contact the undersigned immediately. Your Annual Gross Salary is **Rs. 120000/-**.

Your Emoluments and Benefits will be as follows:

General

1. This **Appointment** is made for work at **Pune**. However your services are liable to be transferred, to the Company's branch offices, or at customer's location or at partners' location anywhere in the world.
2. In case you are employed, you are expected to join the Company after your present employer formally relieves you. However, in case you are unable to present the relieving letter at the time of joining, Company will not be liable for any consequences arising out of your previous employment.
3. Your growth in the Company and increments in the salary will depend solely on your performance and contribution to the Company. Salary increments are usually given on a biannual basis, however you should have worked in the Company for a period of minimum 6 months, before being considered eligible for any salary review.
4. You will be on probation for a period of 6 months, from the date of joining. While on probation, the contract of service can be terminated by either party, by giving one month's written notice or salary thereof.
5. After completion of probationary period, i.e. becoming a regular employee, you will be required to give 60 days' written notice or salary thereof in case you decide to leave our services subject to the Company's discretion; in the event of you having any incomplete assignment, the Company will have the discretion to relieve you only at the end of the 60 days' notice period.
6. You are required to maintain total confidentiality in regards to your compensation details before and during the employment. The same should not be disclosed to anybody.
7. We treat that the information produced by you at the time of recruitment is true and correct. By signing this offer letter, you hereby give your consent to the Company and/or their authorized agency to take all necessary actions to verify the authenticity of the provided information. You agree that in case the information, particulars and data furnished to the Company by you are found to be erroneous, inaccurate and untruthful, the Company has the right to take necessary disciplinary action including termination of your employment/service.
8. **Working Days:** Normal working hours are 54 Hours/Week, Monday to Saturday. Company observes Sunday as a compulsory weekly off.
9. **Holidays and Leave:** The Company observes 8 holidays per calendar year as announced at the beginning of the calendar year. You will be entitled to 12 days of Earned Leave per financial year and 1 paid leave on your birthday.

RIGHT MOVE STAFFING SOLUTIONS PRIVATE LIMITED

T-313, Ashoka Mall, Next to Ranka Jewellers, Bund Garden Road, Pune - 411 001. (India)

Tel.: 020-41227397 Mob.: +91-9762030403 E-Mail : info@rightmoveconsultants.com

www.rightmoveconsultants.com CIN : U74999PN2018PTC177424



Other Perks & Benefits:

1) Health Insurance:

We provide Medical Health Insurance for employees with a cover of 3 Lac Rupees post completion of probation period.

2) Personal Accident:

We provide Personal Accident Insurance for employees with a cover of 10 Lac Rupees post completion of probation period.


You are required to report at the following address:-

Right Move Staffing Solutions Pvt. Ltd., T-313, Ashoka Mall, Bund Garden Road, Next to Ranka Jewellers, Pune 411001. For any further information you can contact us on hr@rightmoveconsultants.com #8237038001

We look forward to having you in our team.

Yours Sincerely,

For Right Move Staffing Solutions Pvt. Ltd.



Gurpreet Singh Walia
Director





KPMG Assurance and Consulting Services LLP
2nd Floor, Block T2 (B Wing)
Lodha Excelus, Apollo Mills Compound,
N M Joshi Marg, Mahalaxmi,
Mumbai 400011 India
Telephone: +91 (22) 3989 6000
Fax: +91 (22) 3090 1510

26 September 2023

Aishwarya Dinesh Gholap
Plot no 35/13, road no 7/B, tingre Nagar, Maharashtra, Pune

Dear Aishwarya,

On behalf of **KPMG Assurance and Consulting Services LLP** (the 'Firm'), I am pleased to offer you the position of **Analyst in Advisory** with the Firm. You will be part of the **Advisory - Forensic-PEBC** team.

You shall be based at our office **Pune** and can be transferred to any other office of the Firm at any other place or city in India or outside India, or to any affiliate or associate entity of the Firm, as may be decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining.

In the event you fail to join latest by **28 September 2023**, this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the 'Probation Period') from the actual date of your joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, as applicable for the time being in force ('Firm Policy'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the 'Confirmation Letter'). Until such Confirmation Letter is issued, you shall continue to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. **Compensation**

KPMG Assurance and Consulting Services LLP, an Indian limited liability partnership and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee

KPMG (Registered) (a partnership firm with Registration No. BA-62445) converted into KPMG Assurance and Consulting Services LLP (a Limited Liability Partnership with LLP Registration No. AAT-0367), with effect from July 23, 2020

Registered Office:
2nd Floor, Block T2 (B Wing)
Lodha Excelus, Apollo Mills
Compound, N M Joshi Marg,
Mahalaxmi, Mumbai - 400 011





1. Basic Salary

Your basic salary shall be INR 100000/- (Rupees One Lakh only) per annum, payable on a monthly basis, in arrears.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of INR 100000/- (Rupees One Lakh only) per annum. The aforesaid part of CTC shall include Employer's share of contribution under the Provident Fund scheme of the Firm, which shall be subject to your entitlement and the policy of the Firm and would depend on the allowances to be chosen out of the allowances / perquisites as detailed in the People Handbook.

B. Other Entitlements

Your other entitlements, as may be determined in accordance to the Firm's Policy as applicable from time to time, shall be as follows:

1. Annual Increments

Matters such as entitlement to performance incentive and/or annual fixed salary increase (and quantum thereof) shall be decided by the Firm in its sole and absolute discretion and shall be subject to such policies/procedures as may be applicable from time to time.

As per the prevalent policy any employee joining on or before 30 September of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of issuance of the increment letter.

Any employee joining on or before 31 December of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of disbursement of performance incentive.

2. Performance Bonus

Firm is under no obligation to operate a bonus scheme and matters such as entitlement to performance bonus shall be decided at the Firm's sole and absolute discretion and shall be subject to such policies/procedures as may be made applicable by the Firm from time to time.

Subject to the above, you will be part of the performance linked bonus plan of the Firm. Under this plan the bonus payable will be calculated as per the Firm's policy.

This amount is pro-rated depending upon the actual date of joining during the Firm's





financial year. The performance bonus (if any) will be payable solely based on you being in active employment of the Firm and not serving notice on the date of disbursement. Payment of the aforesaid performance bonus shall be subject to the policies and/or procedures of the Firm as existing on the date of disbursement.

The Firm reserves the right to vary the terms and amount of your bonus, depending upon your performance, the Firm's financial results and attainment of strategic goals.

Statutory Bonus, if any, shall be included in the above pay-out.

3. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

4. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

5. Leave

You shall be entitled to annual leave of twenty-two working days in a performance year in accordance with the Firm's Policy subject to the applicable law. Your leave entitlement will be governed by the Leave policies as stated in the People Handbook and amended from time to time.

6. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.





2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and/or, any other payment shall be subject to deduction of withholding taxes and/or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm shall include: -

- (i) trade secrets,
- (ii) lists or details of its suppliers and/or their services, customers and/or the services to them including their terms of business,
- (iii) prices charged to and terms of business with clients,
- (iv) marketing plans and revenue forecasts,
- (v) any proposals relating to the future forecast of the Firm or any of its business or any part thereof,
- (vi) details of its employees and officers and matters relating to their compensation/remuneration and other benefits paid or payable to them,
- (vii) any Firm or client data/information/records, Firm policies and procedures, internal communications, databases, training materials, templates, emails, proposals, engagement letters, etc., information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and
- (viii) any other information which is notified to you as confidential or which by its nature is confidential.





- 3.2 You shall not, either during your employment or at any time thereafter, except as required by law or otherwise specifically approved by the Firm in writing, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. WhatsApp, Telegram etc.) or in any other manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your employment with the Firm. Any non-compliance of this obligation shall be construed as a misconduct in terms of the People Handbook of the Firm and shall be subject to the Firm's disciplinary process. You shall also ensure that you comply with all Firm policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence, or fault.

4. Employment Conditions

During the course of your employment, you will not undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require, in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to Firm's independence and risk policies that apply to personnel in all functions irrespective of the entity to which you belong to. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships and detailed policies on the same are available on the intranet. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below. For the purpose of this clause, "Firm" shall mean and include any network, associated, licensor or co-sublicensee entity/Firm.





7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. People Handbook

You are requested to familiarize yourself with the Firm's People Handbook on joining and you are required, at all times, to abide by the People Handbook as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D below. The terms of the People Handbook shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

10. Social Media Policy

You shall ensure compliance with the Social Media policy of the Firm as amended from time to time. Additionally, it is important that you use only the correct legal name of the entity with which you are employed on all the social media platforms. Any non-compliance of the Social Media policy of the Firm, including any direct or indirect reference to an entity name, other than the name of your employer at the relevant time, shall be construed as a misconduct in terms of the People Handbook and shall be subject to the Firm's disciplinary process.

11. Personal Conflicts

In addition to your obligations under the People Handbook, you shall ensure that there is





no personal conflict in performance of your duties, and you shall promptly notify the Firm in case you perceive any personal conflict while discharging any of your duties. Further, you shall ensure that you comply with all Firm policies at all times in this regard. 'Personal Conflict' shall mean where an employee has a personal connection with the client/target/sub-contractor/vendor/supplier, etc., which may interfere, or may be perceived to interfere, with their ability to remain objective/independent, or where they are personally in possession or have access to confidential information relating to any party or transaction and which can be used to gain any undue advantage or benefit in respect of which the employee is involved or likely to be involved for provision of services. Any non-compliance of this clause shall be construed as a misconduct and shall be subject to the Firm's disciplinary process.

D. Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause. The Party desirous of terminating this Agreement shall give **Ninety (90) days** prior written notice to the other Party. The Firm at its discretion may pay or accept, payment of equivalent or proportionate salary in lieu of the full or part of the notice period. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the **Ninety (90) days** written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement is terminated by the Firm on grounds mentioned above within 12 months of joining or relocation, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as





contained under the Paragraph D.1.1 and D.1.2 above, the Firm notwithstanding anything to the contrary contained in clause 1.2 above, may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm's policies including without limitation to the Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

- 1.4 Without prejudice to the Firm's right as contained in Clause D.1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.
- 1.5 With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) in the event you :

- (i) Fail to satisfactorily complete, the Firm's background screening procedures
- (ii) are found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or
- (iii) are found to have engaged in any other act or omission, inconsistent with your duties; or
- (iv) are found to have engaged in any breach of this Agreement, or the Firm Policy/People Handbook (including any independence and risk policies/code of Conduct) or lawful orders given to you by the Firm;
- (v) are convicted of any criminal offence; or,
- (vi) are found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your employment including the People Handbook.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate





injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been concealed/withheld/suppressed by you, it shall constitute a breach of the Firm's code of conduct and the Firm shall be entitled to terminate your employment with immediate effect without notice and with no liability on the Firm to make any further payments to you (other than in respect of amounts accrued due at the date of termination).

The offer is also subject to your eligibility to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your employment.

3. Leave beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

- 4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all Confidential Information, lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media),





presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

- 4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver to the Firm all Property and you shall not retain any copies thereof. All title and copyright in the Property shall vest with the Firm.

5. Retirement

The retirement age for the employees in the Firm is 60 Years. Please refer to Company's policy for further details.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India and the Court of New Delhi shall have exclusive jurisdiction. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before 28-09-2023 failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

F. Miscellaneous

1. Entire Agreement:

This Agreement constitutes the entire agreement between you and the Firm with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the parties to this Agreement, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Firm's policy, the terms of the Firm's policy shall prevail.

2. Waiver:

No failure or delay on the part of any party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.

3. Survival:

Upon termination of this Agreement those sections that by their nature are intended to





survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

Yours sincerely,
for KPMG Assurance and Consulting Services LLP

Mohit Sharma
Human Resources - Head-Talent Acquisition





INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the Firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are ' **Member of the Firm** ' and ' **Covered Person** '. As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.





'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the Firm may invest in mutual funds if they are not Covered Persons.

Please note that the term **'Member of the Firm'** also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the Firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **'office'** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents *, whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **'immediate family members'** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.





* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your ' **close family members** ' —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.

In addition:

- If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.
- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?





If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.





ANNEXURE 1 INDICATIVE COST-TO-FIRM

Aishwarya Dinesh Gholap

Compensation Category	Monthly (in INR)	Annual Target Earning (in INR)	Annual Maximum Potential Earning (in INR)
i) Basic Salary	8333	100000	100000
ii) *Flexible Compensation	6547	78568	78568
iii) Employer Contribution to Provident Fund	1786	21432	21432
a) Fixed Compensation along with Employer's Contribution to Provident Fund (Annual) (i+ii+iii)	16667	200000	200000
b) Gratuity	401	4808	4808
c) Insurance Premium#		19375	19375
d) Target Performance Linked Variable Pay		22220*	44440**
Potential Cost to Firm (Annual) (a+b+c+d)		246403	268623

*Flexible Compensation will include minimum 10% of Basic Salary as House Rent Allowance

Employee Contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Firm in that regard. Gratuity will be paid as per applicable rules.

#Insurance Premium is only indicative, and the actual may vary

PERFORMANCE LINKED BONUS

You will be part of the performance linked bonus plan of the Firm. Under this plan, the bonus payable will be calculated on the basis of your Individual performance and the performance of the Business Unit and Firm during the fiscal year i.e. April through March.

*This is the target performance bonus ("Target Performance Linked Bonus") which shall be payable subject to you achieving the target performance and the achievement of target by your business unit and the Firm.

**This is the maximum potential performance linked bonus (i.e., maximum of two (2) times your





Target Performance Linked Bonus), which you may earn, upon exceptional performance of the business unit, Firm and you.

The terms of the performance linked bonus plan are subject to periodic re-evaluation and modifications by the Firm.

Taxation will be governed by the Income Tax rules. The Firm will be deducting tax at source as per income tax guidelines.

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 400000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Firm you may refer to the People Handbook for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from.





Annexure 2

Understanding and Structuring your Compensation

In addition to your Basic Salary* and Provident Fund** (PF), the below mentioned components are available for you to design a salary structure in a way best suited to you for availing tax benefits.

While the detailed information of the components will be available for your information in the People Handbook, below is a snippet for your perusal.

**50% of fixed compensation*

***The monthly PF contribution is a sum total of 12% of basic salary of employer and employee contribution. The Employee and Employers Contribution of PF are part of fixed CTC.*

Note: If you are not previously a member of PF and you meet the criterion of opting out of PF, please reach out to your recruitment point of contact for more details.

Components for Analyst		
1	House Rent Allowance (HRA)	<ul style="list-style-type: none">• Minimum 10% of your basic salary will be allocated towards HRA.• Maximum HRA which can be allocated is 50% of your basic salary• The PAN of landlord needs to be submitted along with rent receipts.• TDS challan for the tax deducted needs to be produced on the rent to claim HRA (if rent is more than or equal to INR 50,000 per month)• The lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized.• If the period of lease is for 12 months or more, it should be registered under the Registration Act.
2	Expenses in pursuit of Self-education	<ul style="list-style-type: none">• Self-education claim covers any kind of course fee paid (does not include books/stationary expenses).• Maximum of INR 20,000 per annum• The course fee receipt, proof of payment (debit/credit card/NEFT/cheque) along with the approval.
3	Expenses in Pursuit of Children's Education	<ul style="list-style-type: none">• INR 100 per month, per child for a maximum of two children.• No supporting documents required.



4	Home Landline/Mobile Bills	<ul style="list-style-type: none"> • INR 15000 per annum • The home landline/mobile bill has to be in your name in order to get the benefit. This does not include prepaid mobile, broadband and data card charges. • You can claim up to two telephone bills (either landline or mobile or both) in a particular month.
5	Meal Card	<ul style="list-style-type: none"> • Maximum of INR 15,000 per annum (Minimum INR 100 per month and maximum INR 1250 per month) • Meal card will be credited with six (6) months balance based on the structured amount. • Colleagues will be required to complete KYC as required by the meal card vendor.
6	Purchase of Computer/Laptop/I-pad for Personal Use	<ul style="list-style-type: none"> • One purchase for a period of 36 months up to INR 1,00,000. • The bill should be in your name c/o the applicable entity. • The original invoice and proof of payment (debit/credit card/ NEFT/cheque).
7	Leave Travel Allowance (LTA)	<ul style="list-style-type: none"> • One round trip from place of origin to destination twice in four years (only domestic travel). This does not include expenses such as local conveyance, sightseeing, hotel accommodation, food. • can claim LTA for yourself and for your declared dependents provided you are travelling with them. • Original ticket/boarding passes/invoice based on the mode of travel and proof of payment (debit/credit card/NEFT/cheque) is required.
8	National Pension Scheme (NPS)	<ul style="list-style-type: none"> • You can allocate up to 10% of your annual basic salary in the financial year. • You should have a PRAN (Permanent Retirement Account Number) with Kotak Mahindra Bank. If you already have a PRAN with another bank, please reach out to the payroll vendor upon joining. • You cannot have a joint account under this scheme.

December 20, 2022
MISS Amrita Menon

Dear Amrita,

Welcome to **Tech Mahindra Business Services Ltd.** We are pleased to offer you the position of **Customer Relations Advisor** in our organization. The terms and conditions of the offer are given below:

1. Your initial place of Posting will be in **PUNE** with **Uk-PUNE-Operations**.
2. You are expected to join as early as possible, and not later than **December 20, 2022** failing which we presume you do not have interest in pursuing a career with us. Accordingly, this offer will be withdrawn and treated as cancelled.
Your Induction will be on December 20, 2022
Time: 1:00 PM
Venue: 3 House- 1st Floor – NEO Room.
Our contact no. for recruitment is +91(020) 49142141
3. You will be on probation for a period of **three months**. Based on the three monthly assessments, you will be confirmed or extended if deemed necessary, at the company's discretion. Either party can terminate this appointment with fifteen days (15 days) notice in probation or with thirty days (30 days) notice after confirmation or payment in lieu thereof. However, if your service is terminated for fraud, theft, or withholding of information in the application form or for any other form of misconduct, notice pay will not be payable.
4. This offer of appointment is conditional and subject to you clearing the **Reference Check**. If we have reasons to believe that you have not discontinued your previous employment contract (if any) and TMBS finds or gets aware that currently as on date your employment with the previous employer is valid and existing while still in services with us or any of the information provided by you is false or incorrect, then we reserve our unconditional rights to terminate your services forthwith at our sole discretion without giving a further notice to you. Any payments made to you by TMBS from Date of Joining TMBS, needs to be refunded to TMBS immediately and any payments due to you by TMBS shall not be paid by us. Further the duration or period of your work in TMBS shall be treated null and void ab Initio. Your statutory obligations towards PF, EDLI and other Insurances shall stand cancelled.
5. You are willing to work in 24*7 shifts
6. Notwithstanding anything to the contrary stated elsewhere in the employment contract, you Understand that you cannot avail any leaves during training/probation and On Job Training (OJT)
7. You will adhere to the induction/Training shift timings/office working hours including but not limited to Log-in/ Log-out and will comply with the same. You will not violate the same for reason whatsoever including but not limited to religious activities.
8. This is not a regular offer of appointment but a offer letter. The formal letter of appointment will be issued at the time of joining.
9. Please submit the following at the time of your joining.
 - A copy of the relieving letter from your present employer
 - Documentary evidence of the last salary drawn
 - Documentary evidence of date of birth & Educational Qualifications
 - Pre - employment Application Form (if not submitted already)
10. You are informed that any request for a change in process will not be accommodated at the time of joining.
11. The Compensation and Benefits Program applicable to your grade is enclosed for your reference. Please note that your compensation is a confidential matter between you and the company, and the company shall view any breach of confidentiality with utmost seriousness.
12. We have corporate tie-ups with CITI, ICICI & Kotak Bank for salary accounts. You have the option to choose between the three. Please acknowledge that either of the banks has not identified you as a defaulter _____. If you have been identified please specify the bank, _____. In instances where it comes to our knowledge that you have provided us incomplete/ inaccurate details then this offer will be treated as null & void with retrospective effect.
13. The Company shall not be responsible for any claim arising out of misrepresentation given by any recruitment agency/individual.

Please return the duplicate copy of this letter duly signed indicating your acceptance of our terms and conditions of employment.

We once again would like to thank you for your interest in seeking a career with our Organisation and hope you will have a fruitful and successful career with us.

Yours sincerely,

For **Tech Mahindra Business Services Ltd**

Guirjeet

Guirjeet Singh
General Manager-Talent Acquisition



Validate your offer letter on



Compensation and Benefits Plan

Name:-		Amrita Menon			
Designation:-		Customer Relations Advisor			
Salary Component	(Amount in INR P.M.)	(Amount in INR P.A.)			
Fixed Salary					
Basic	20833	250000			
Other Allowance	8515	102175			
House Rent Allowance	2083	25000			
Night Shift Allowance	1500	18000			
Statutory Bonus	1735	20825			
Sub Total (A)	34667	416000			
PF - Employer Contribution	2500	30000	@ 12% of Basic Salary		
ESIC - Employer Contribution [3.25% of Sub Total (A)]	0	0			
Sub Total (B)	2500	30000			
Fixed CTC (A+B)	37167	446000			
# Performance Incentive @ 100% - (C)	4500	54000	During Probation, you will be paid 2250/-per month. (Refer Net Take Home table below)		
Cost to Company (CTC) (A+B+C) @ 100%	41667	500000			
Annual Benefits	–				
Insurance (Medical, GPA & EDLI)	–	7755			
Total Cost (Salary + Benefits)	–	507755			
# Performance Incentive: :-					
1. Represents the targeted amount. Actual incentive amount may be lower or higher (Range 0% to 200%) depending on your performance and business performance.					
2. Performance incentive is not applicable during Probation.					
3. During Probation you will be paid a monthly training allowance of Rs 2250/-					
Note:					
1. All payments are subject to appropriate taxation					
2. The salary structure & additional benefits are liable to change from time to time based on company policy					
Notes on Benefits					
Insurance: Medical : Coverage : - For Self / Spouse & up to two dependent children, as per company policy					
Sum Insured : - Amount - 1.50 Lacs					
EDLI / Group personal Accident Insurance (GPA) : Coverage :- Employee					
Sum Insured – 6.02 lacs for EDLI & 5 Lacs for GPA					
Net Take Home (Pre tax)					
	Month 1	Month 2	Month 3	Month 4 – Onwards (once confirmed)	Month 5
Fixed Salary (-) PF, ESIC & PT	31967	31967	31967	31967	31967
Training Allowance	2250	2250	2250	-	-
Performance Incentive	-	-	-	4500	4500
Total Salary	34217	34217	34217	36467	36467

* Note – From Month 4 and post confirmation, actual amount may be lower or higher (Range 0% to 200%) depending on your performance and business performance.

You will receive the monthly training allowance until the 3rd month & from the 4th month you will be aligned to MIP (For the fourth month's performance the conversation will be conducted in the fifth month and incentive payout for the same will be credited on 15th of the sixth month)

After the 1st payout performance incentives will continue getting credited on a monthly basis (15th of following month).

I hereby agree and accept that I have understood all the salary components, my net take home calculation and the incentive payout. I also agree and accept that my salary fitment is as per the Company's policy.



Gurjeet Singh
General Manager-Talent Acquisition

Signature :
Applicant Name : Amrita Menon

LETTER OF APPOINTMENT

IBIZA SALON & ACADEMY



Date: 5th January, 2023.

Candidate Name: Saniya Thapa

Address: Koregaon park annex, mundwa road, military soc- house no-16.

Contact: 7410774273

Email: saniyathapa2017@gmail.com

Sub: Appointment as an Assistant Manager.

Dear Saniya,

Subsequent to all discussions and interviews in person you have been selected for the post of an Assistant Manager a probation of 6 months in our organization.

The following are the terms and conditions for the above employment.

- 1) Package – 20k per month on joining.
- 2) Shifts/Locations/Clients: Will be assigned at New Command Hospital or CTC as per need of the business from time to time. Client allotment will be as per front desk discretion. Clients belong to salon and not any individual employee & discussion as such will not be entertained.



- 3) Service targets Incentives
- 4) Weekly off: 4 weekly offs will be allowed in a month. Friday, Saturday and Sunday will not be entertained for weekly offs.
- 5) Mobile Policy: No personal calls during working hours will be allowed on floor.
- 6) Privacy Policy: No personal mobile numbers are to be shared with the clients under any circumstances. If found doing so will lead to job termination and amt forfeit to all dues.
- 7) Resignation/Termination: In case of job resignation minimum 30 days advance notice to be given to get salary cleared failing which salary will be forfeited.

Any changes and new rules as such from time to time will have to be followed.

Acknowledged.

Ibiza Salon & Academy.

Contact: 7261914329 / 9923563975 – Gmail: ibizasalon2@gmail.com

Address: New Command hospital CH (SC, Kondhwa Rd, opp. CTC hospital, shopping complex, near SBI Bank Pune, Maharashtra 411001.



Regd Off:
Northern Operating Services Pvt. Ltd.
2nd Floor, RMZ Ecospace, Campus 1C,
Sarjapur Outer Ring Road
Bangalore, 560 103,
Karnataka, India.
Main - +91 (80) 4017 8500
CIN – U72300KA2005PTC048089



SEZ Unit:
Northern Operating Services Pvt. Ltd.
Tower A, 13th to 16th Floor,
EON Free Zone- II,
EON Kharadi Infrastructure Pvt. Ltd. – SEZ,
Survey No.72/2/1, Kharadi, Pune – 411 014,
Maharashtra, India.
Main - +91(20) 48538200

Date: 08-March-2023

Letter of Intent

Dear Ishika Gupta,

Further to your job application and subsequent interview with our recruitment panel, we are delighted to offer you employment with **Northern Operating Services Private Limited** ("Northern") as "**Analyst I**", in our **Pune** office. The duties and responsibilities of the position are as outlined in your meeting with the interview panel. This letter of intent is a mutual agreement between Northern and you for employment at Northern. Brief details of your employment terms are outlined below. A detailed offer letter will be sent to you closer to your joining date.

Date Of Joining	Will be Confirmed by HR as appropriate date approaches.
Salary	Your Annual Fixed Pay will be ₹368,142 payable monthly in arrears. This will be credited to your bank account on the last working day of each month. The salary break-up is detailed in Annexure
Retirals	You will be entitled to participate in the Northern Provident Fund and Gratuity Scheme as per statutory requirements.
Benefits	<p>You will be entitled to the following discretionary benefits, which may be varied or removed by Northern at any time:</p> <ul style="list-style-type: none">• Northern provides transport to all its employees or a transportation allowance under the Transport Opt out Scheme• Private Health Insurance for self, spouse, children and either of parents or parents in law;• Accident insurance and• Life assurance
Conditional Offer	<p>Your appointment as "Analyst I" with Northern is conditional upon:</p> <ol style="list-style-type: none">1. You submitting your convocation/graduation certificate and/or course completion certification along with all semester mark sheets within six months from the date of joining Northern; failing to do so may amount to Northern taking corrective action which could lead to you being terminated from Northern2. Background checks on your academic and professional qualifications, current residential address, experience, and any criminal records;



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	<ol style="list-style-type: none"> 3. Receipt of written references; 4. Your eligibility to work in India. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commences.); 5. You are not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; 6. Your providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers. 7. Achieving and maintaining an acceptable standard for compliance purposes; 8. Written acceptance of this letter of Intent.
Working Hours & Leave	<p>Your working hours and annual Leave shall be as per Northern policy and is detailed in the ‘Statement of Terms of Employment’ and ‘Northern Trust India Employee Handbook’. Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered. Employees may be required to work overtime. In such a case they will be compensated as per the provisions in the law.</p>
Probation & Notice Periods	<p>The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern Operating Services Private Limited will be considered to have been successfully</p>



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	completed after of six months or you will be advised in writing, if the Company decides to extend your probationary period. During your probationary period, initially of six months or any extended length of time, your notice entitlement will be thirty days, to be given by either party, prior to termination of the appointment. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of 60 prior to termination of the appointment
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Maharashtra, India.
Main - +91(20) 48538200



Salary Break up Annexure

Name: Ishika Gupta

Date: 08-March-2023

Salary Component	Amount
Basic	₹136,000
House Rent Allowance	₹54,400
Flexible Cash Component	₹149,600
Total Fixed Pay (TFP)	₹340,000
Retirals	
Employer's contribution to PF	₹21,600
Gratuity	₹6,542
Sub Total	₹28,142
Annual Fixed Pay (TFP + Retirals)	₹368,142
Monthly Gross	₹28,333

Northern Operating Services Private Limited

Note: This is a System Generated Document and does not require physical signature.

This document contains confidential information. If you are not the intended recipient, you are not authorized to use or disclose it in any form. If you have received this in error, please destroy it along with any copies and notify the sender immediately.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Name & Email Address : Ishika Gupta , ishikagupta8063@gmail.com

Start Date: Will be Confirmed by HR as appropriate date approaches.



June 16, 2023

Sub: Offer of Employment

To,

Muzna Suhel Shaikh
105, Firadaus, Kausar
Baug, Kondhwa
Pune - 411048
+91- 9604589286

Dear Muzna,

Thank you for the keen interest you have shown in joining our organization. With reference to the interview and the discussions you had with us recently, we are pleased to offer you a career at ZIDEA as **Associate Software Engineer**. Please accept our heartiest congratulations and warm welcome to the ZIDEA family.

The Terms and conditions of your employment are as below.

Designation: Associate Software Engineer

1. Your “Annual Compensation” is attached herewith as in Annexure – A
2. Your employment with us will be governed by terms and conditions referred in Annexure – B
3. You are required to join on or before **17/June/2023** or the offer stands withdrawn thereafter unless the date is extended and communicated to you in writing.
4. You are requested to report to **Ms. Yusra Jailani** to complete the joining formalities. At the time of joining, you are requested to submit the copies of the documents as per Annexure – C.
5. Please confirm your acceptance, of this offer, in writing on or before **16/June/2023** to the undersigned via reply email.

If you have queries on any of the above, please contact Yusra.

Yours Sincerely,

Encl: Annexure – A (Salary Structure)
 Annexure – B (Terms and conditions of employment)
 Annexure – C (Document Check List)



Annexure - A

Name: Muzna Suhel Shaikh

Designation: Associate Software Engineer

Location: **Pune**

Component	Annual Gross (INR)
Basic	1,50,000
HRA	75,000
Mobile & Internet	30,000
Special Allowance	45,000
Gratuity	7,215
Total Earning Potential CTC	3,07,215

- Leave

You will be eligible to 24 days of total leave during a year. This will include 18 days of privilege leaves and 6 days of flexi leaves. Flexi leave can be availed as casual leave, sick leave and paternity leave reasons. The details of the policy would be available to you when you join.

Career path for your profile

Level	Designation
1	Associate Software Engineer
2	Senior Associate System Engineer
3	System Engineer
4	Senior System Engineer
5	Principal System Engineer
6	Fellow System Engineer



Annexure -B

1. Salary and Benefits

- The first review of your compensation will be:
- For joinees between April to Oct: Based on your performance, Your Increment review will be effective April of the subsequent year for the performance review period from April to March or from Date of Joining to March and paid out prorated for the period of service of that year.
- For joinees between Nov to March: The increment is effective April of the following year on a prorated basis.
- It is the Company policy to review the compensation payable to its associates for successive financial years and such reviewed compensation may be higher or lower than the previous financial year depending upon the overall performance of the Company.
- In addition to compensation, you shall also be entitled to receive other benefits as applicable under the Company policy. The Company shall however, at its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits offered to you.
- The term 'financial year' denotes the period starting from 1st April to 31st of March of the following calendar year.
- Your compensation is confidential matter between you and the Company and should strictly not be discussed or disclosed to others.
- All payments would be made to you after statutory deduction of Income tax and any other taxes as per ruling by the state and central governments.

2. Assignments / Transfer / Deputation

- Though you have been engaged for a specific position, the company reserves the right to send you on training / deputation / secondment / transfer / assignments to any other locations, departments or units of the Company or its Associate companies, Subsidiaries, Group Companies or Customer locations, whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.
- You shall, only at the request of the company, enter into a direct agreement or undertaking with any customer to whom you may be assigned / seconded / deputed



accepting restrictions which the customer may reasonably require for the protection of its legitimate interests

- You are an employee of ZIDEA and are not and shall not become the employee or agent of any Client at whose premises you may be deployed, at any time during your services with the company. ZIDEA shall be responsible for the payment of all your compensation, benefits and insurance as applicable and you shall not be entitled to claim any Client employee benefits. You acknowledge that you are not employee of Client for any purpose and shall not exercise any rights or seek any benefit accruing to the regular employees of Client

3. Work Timings

- At ZIDEA we work six days a week, Monday through Saturday. The Company will have its normal business hours from 0930 TO 1800 hrs which includes a half hour lunch break. Since we cater to global clients that may operate on a 24 x 7 basis, associates may be required to work at nonstandard hours; your work timing would be intimated by your manager. You shall provide details regarding the utilization of your time

4. Probationary Period

- You will be on probation for a period of six months and may be confirmed as a permanent associate upon successful completion of your probation. The period of probation can be extended at the discretion of the company

5. Notice Period

- You will be required to give three months' notice in case you decide to leave our services and the same is subject to the company's discretion. The company reserves the right at its sole discretion, to substitute the notice period by paying you base salary in lieu of the notice period.
- In case you leave the services of ZIDEA within 1 year of your joining the Organization, due to any reason, you will be required to repay the total expenses incurred by the company towards reimbursement to you on account of your relocation and notice pay buyout, if any.

6. Statement of Facts

- It must be specifically understood that this offer is made based on your proficiency on Technical / Professional skills you have declared to possess as per the application, and on the ability to handle any assignment / job independently anywhere in India or overseas. In case, at a later date, any of your statements /



particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of minimum standards set by the company, the company shall have the right to terminate your services at its own discretion.

7. Travel

- You may be required to travel, at short notice, whether in India or overseas, in connection with office work.

8. Employment Agreement

8.1 Confidentiality: You agree at all times during the term of your employment and thereafter (without limit of time):

- Hold Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
- Not to disclose or divulge Confidential Information to any person or entity without written authorization of the Company
- You agree to return to ZIDEA all proprietary information, including copies of paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment.
- For the purposes of Clause 8.1, "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether oral or written or in electronic format and whether marked confidential or not, including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company



publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

- You understand that retaining the confidential nature of Confidential Information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with the company.
- Any breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

8.2 Non Solicitation of Associates and Clients

- You agree that during the period of your employment with the Company, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, either directly or indirectly:
- Solicit, divert, take away, hire, or recruit, entice or attempt to solicit any associate of the Company and all its subsidiary companies or the business of any client, customer, potential client, potential customer, person, or entity with whom associate had dealings for any purpose related in any manner to the business of the Company and all its subsidiary Companies.
- You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.
- This clause shall be binding on you even after your separation from the company

8.3 Intellectual Property

- All intellectual property rights, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not,



including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall be the exclusive property of the Company and you agree to assign all such Intellectual Property created during your employment to the company .

- You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment.

8.4 Indemnification

- You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment

8.5 Jurisdiction

- Even though the company may depute you overseas for on-site work to any other location, any issues arising out of your contract of employment, shall be governed by the laws of India and the courts of Pune shall have the exclusively jurisdiction

8.6 Other Terms and conditions

- You agree not to undertake employment, whether full-time or part-time of any other organization / entity engaged in any forms of business activity without the consent of ZIDEA. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.

9. Retirement:

- You will retire/ superannuate from the company on reaching the age of 58 years.
- Notwithstanding the clause on retirement from the company's service, your employment with the Company is subject to termination on three month's prior notice by either side. The Company however, reserves the right to, at its sole discretion, substitute the notice period by paying you basic salary in lieu of the notice period.
- For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/resignation letter (by whatever name it is called) will be



accepted by the Company only on your satisfying the required notice period as stated in our Company's HR manual and this letter of employment.

- Notwithstanding anything else stated above, the Company shall also have the right to terminate your employment immediately without notice or payment in lieu of notice if:
 - You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or
 - You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undercharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or
 - You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.
 - There is a discrepancy in the documents/certificates given by you as a proof in support of the information provided by you at the time of interview and in the candidate data sheet.
- 10. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the company or any external agency through ZIDEA to verify your educational, previous employment, your conduct and any other background checks prior to your joining the company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or objection. However, if there is a discrepancy in the copies of the documents / certificates given by you as a proof in support of the above, the company reserves the right to terminate the employment at any time during your service
- 11. You are required to fill the Employment Verification Form at the time of your joining. The URL and the procedure for filling up the same will be provided at the time of joining.
- 12. You will read, sign and return to the company the code of work ethics document and abide by it to all your day to day transaction in the company during your tenure and post termination for whatsoever reasons.



This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them:

I understand that the offer of employment provided hereof is the final offer from the Company and the Company has not committed (whether orally, written or otherwise) anything beyond this offer of employment

Name in Full: Muzna Suhel Shaikh

Signature:

Address: 105, Firadaus, Kausar Baug, Kondhwa
Pune - 411048

Phone: +91- 9604589286

Date:

Place:

Note: This document gives indicative details of all plans. Their implementation is governed by policies of ZIDEA and applicable legal agencies, and may change from time to time without prior notice. Latest Details and specifics of each plan are available with the Human Resources Function.



Annexure – C

At the time of joining, you are requested to bring the following documents in Original, along with a copy of each

1. Proof of Age either copy of passport or school leaving certificate
2. Last Qualification Certificate
3. Mark sheet of last qualification
4. Experience Certificates/Relieving letter of the last two companies
5. Last salary slip
6. Two passport size color photographs
7. Copy of Pan Card
8. Copy of Passport
9. Copy of your CV

You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents / certificates given by you as a proof in support of the above, the company reserves the right to terminate the employment at any time during your service

Please submit all the certificates supporting your educational qualifications along with mark sheets in original for verification only.



SalesZip Marketing Private Limited

Reg. Office: 302, 3rd Floor, Pride Icon, Kharadi, Pune - 411014,

OFFER LETTER

Date: 25-09-2023

Subject: Offer of Employment

Hi Renuka,

Based on our discussion, we are pleased to offer you full time employment in our company SALESZIP PRIVATE LIMITED subject to terms mentioned herein.

This offer is subject to receipt of satisfactory references and proof of your eligibility to work in India.

POSITION:

You shall join as the **Jr. Research Executive** and you will be located **Pune**. You may be transferred in the future to any other location in India or abroad, as may be required by the company at any given point of time

COMPENSATION:

You shall be paid a monthly remuneration of **Gross INR 18,000** on a monthly basis. The details of your salary will be disclosed in the Annexure A. In addition, you may also be entitled to emoluments or benefits, if any announced by the company from time to time and that may be prevailing at any point of time

JOINING DATE:

You are required to join the company on or till **05-09-2023**

DOCUMENTS:

You are required to provide copies of the following documents on the day of your joining

1. 2 copies of recent passport size photographs of yours.
2. Copy of certificates supporting your educational qualifications.
3. Relieving and the Experience letter from the previous employment if any.
4. Documents in support of your Current Address.
5. Copy of PAN Card.
6. Copy of Aadhar Card.

Your final appointment will be subject to authenticity of the documents.

A comprehensive appointment letter containing terms and conditions will be issued after joining the company.



Annexure A

Name: Renuka Sanyasi
Designation: Jr. Research Executive
Location: Pune

Component	Monthly	Yearly
Basic	8,238.00	98,856.00
HRA	3,295.00	39,540.00
Bonus	686.00	8,232.00
Other Allowance	4,257.00	51,084.00
Gross Earning	16,476.00	197,712.00
Component	Monthly	Yearly
PF	989.00	11,868.00
ESIC	124.00	1,488.00
PT	200.00	2,400.00
Gross Deduction	1,313.00	15,756.00
Net Pay	15,163.00	181,956.00
PF-ESIC Employer's Contribution		
EPF Contribution Employer	989	11,868.00
ESIC Contribution Employer	535	6,420.00
Total	1,524	18,288.00
Gross CTC	18,000	216,000.00

CONFIRMATION:

We request you to return to us one copy of this letter acknowledging your unconditional acceptance of the above terms and conditions, preferably within one week of your receipt. We look forward to having you onboard for a successful and mutually challenging and rewarding relationship.

Yours Sincerely,

HR Team
SalesZip Marketing PVT. LTD





APPOINTMENT LETTER

28/04/2022

Naaz Lakhani

Pune

Dear **Naaz**

Welcome to the Capita family!

This contract sets out the main terms and conditions, on which Capita India Private Limited will employ you. This contract comes into effect from **29/04/2022**. The offer will stand revoked if you are unable to join us on the said date.

JOB TITLE

You will be employed in the position of **Executive - Customer Management in India - Band 7 - Operations**. You will be based at **Pune**. However there may be business requirement which requires flexibility of location and you may be asked to work partly or wholly from another location including working remotely from home on a permanent or temporary basis.

The Company reserves the right to change your duties and responsibilities during your employment.

REMUNERATION

Your total remuneration (Cost To Company) on an annual basis will be **₹240,000.00**. All payments made to you will be subject to deduction of tax at source as applicable under the Income Tax Act 1961. Other statutory deductions may be applicable as per the law of the land from time to time.

Please find details of your package attached in the Salary Annexure. This amount is inclusive of your basic salary, statutory allowances to which you will be eligible and subject to statutory deductions as per the law of the land.

Salaries are normally reviewed annually. The review does not guarantee you an increase in salary. Any increase will be awarded on the basis of individual performance and the achievement of objectives, business profitability and market rates.

DISCRETIONARY BONUS SCHEME

In addition to this, subject to the Rules of the Scheme, you will also be eligible for an Annual Bonus / Exgratia, based on individual and Company performance) payable at the Company's discretion. This Scheme may be varied by the Company at its discretion.

To receive this bonus you must be employed by the Company at the time that bonus is payable.

BACKGROUND CHECKS / REFERENCES

Background check will be conducted verifying your Highest Education, Last 2 Employments and a Criminal Check for present and past addresses. These will cover suitability for the job, reliability and honesty. Should such background checks prove unsatisfactory, your employment in the Company will be withdrawn. At the time of joining and throughout the course of your employment with the Company, you are required to have a minimum Credit Score of 600 or above and no previous/existing criminal records against you. Subsequent to your joining, in case your Credit Score falls below 600 or there is any change in your criminal records, you are expected to proactively report any such changes and consequences arising thereof, to the Company immediately. The Company reserves the right to request for re-verification of your Credit Score and/or Criminal Check at any time during your employment as part of regulatory/audit requirements and as a commitment to its Clients.

Capita India Private Limited

Registered Office: Plant 6, Godrej & Boyce Complex, LBS Marg, Pirojshahnagar, Vikhroli (West), Mumbai - 400079, Maharashtra, India.

Tel.: +91-22-4042 5700 Registered in India. CIN: U93090MH2006PTC166414

Website: www.capita.com

Data Classification: Confidential





10-Jul-2023

Zainab Shabbir Pardawala

SV Nagar B 1/203 Opp Airport

Before Kirloskar Bridge Pune Maharashtra - 411013

India

Letter of offer

Dear Zainab,

With reference to your application and the subsequent interview you had with us, we are pleased to inform you that you have been selected for the role of **Associate - Operations (JC6242)** in **WNS Global Services Pvt. Ltd.**, based at our **Pune - Magarpatta SEZ (MGRPATTA-SEZ)** office. The key components of your offer are as detailed below :-

Career band: Your career band would be **Professional**.

Role band: You would be placed in role band **A**.

Title: The title that you would be using both internally and externally would be **Associate - Operations (JC6242)**.

Compensation: Your Total Gross Pay will be **INR 3,77,200 (Indian Rupees Three Lakh, Seventy Seven Thousand, Two Hundred Only)** per annum which is inclusive of Fixed Pay and Variable Pay/ Performance Incentive. The detailed break-up of your compensation is given in the Annexure II for your reference.

Joining Date: You are expected to join us by **10-Jul-2023**.

Place of work: Your place of work will be **Pune - Magarpatta SEZ (MGRPATTA-SEZ)**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

AUSTRALIA

COSTA RICA

INDIA

THE PHILIPPINES

ROMANIA

SRI LANKA

UAE

UK

USA

For WNS Global Services Pvt. Ltd.

Adil Nargolwala

Adil S Nargolwala
Corporate SVP - HR
Head Talent Acquisition

WNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg, Vikhroli (West), Mumbai 400 079 | Tel: +91 22 4095 2100 | Fax: +91 22 2518 8307 | CIN: U72200MH1996PTC100196



DocuSigned by:

Zainab Shabbir Pardawala

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Accepted and Agreed

Zainab Shabbir Pardawala
Candidate's Name & Signature

**1. TERMS & CONDITIONS:**

- a. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
- b. You will be required to sign a standard employment agreement on your date of joining.
- c. You shall be required to submit a set of certified true copies of the documents and information as set forth in Annexure I of this appointment letter.
- d. The Company's business involves operating round the clock on all day. Therefore, the work may involve shift working including working in night shifts and availing staggered weekly offs. You are expected to attend the work as assigned to you by your superiors.
- e. You will be on probation for six months from the date of joining; however probation may be extended by the Company at its sole discretion. During the probation period, the Company may terminate this contract at any time without cause upon not less than 60 (Sixty) days prior written notice to you and/or compensation in lieu thereof. However, the Company may with "cause" immediately terminate this contract, if you are found to be in material breach of any of the terms of your employment and the Company Policy. You may voluntarily terminate your employment for any reason upon providing prior written notice to the Company, the period of which shall be 60 (Sixty) days prior written notice. It is mandatory for you to serve the notice period and it is your responsibility to complete your handover during the notice period before resigning from the organization / Company. If you chose not to serve the notice period the Company reserves the right to recover compensation in lieu of notice period from you in addition to the compensation towards all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition to losses and damages actually sustained by the Company. The forgoing term is a condition precedent to your acceptance of this offer letter.
- f. Effect of inability to clear the proficiency / competency training / thresholds: You may be required to undergo voice & accent, pre-process and process trainings as a prerequisite to your gainful engagement as may be prescribed under relevant competency / proficiency parameters. At the end of these trainings, a performance assessment will be conducted and the results will be declared as per the established norms depending on the type/nature of the training. The company invests significant amount of efforts and costs on such trainings and you will appreciate that in case one is not able meet the required norms during training or clear the afore-said assessment tests, the Company will not be able to engage your services productively. In such eventuality, the Company reserves right to terminate employment by providing two weeks' notice and or pay in lieu thereof.
- g. Post confirmation, your services may be terminated by either party, giving notice in writing as mentioned in clause 1 (e) and non-service of Notice Period shall result in the same consequences as enumerated in Clause 1 (e) hereinabove.
- h. You will be entitled to twenty one working days leave per annum subject to prior approval by the Company. Carry-forward / accumulation of leave will be governed as per the existing Company policy on the subject.
- i. You will be provided necessary training / special education / on the job skill enhancement / interactive programs / up skilling programs / guidance required to

For WNS Global Services Pvt. Ltd.*Adil Nargolwala*

Adil S Nargolwala
Corporate SVP - HR
Head Talent Acquisition



DocuSigned by:

Zainab Shabbir Pardawala

B3645C31DBA7442...

Accepted and Agreed

Zainab Shabbir Pardawala
Candidate's Name & Signature

WNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg, Vikhroli (West), Mumbai 400 079 | Tel: +91 22 4095 2100 | Fax: +91 22 2518 8307 | CIN: U72200MH1996PTC100196



- discharge your duties effectively at the cost, efforts and time of the Company.
- j. Deployment / Redeployment: The Company reserves the right to deploy / redeploy you in any of the available roles as may be deemed appropriate. Since different roles require different competency profiles, exact match can be a challenge at times, despite best intentions and efforts of the Company. In such eventuality, you are obligated to cooperate in the deployment / redeployment process by accepting role that is offered to you.
 - k. You will automatically retire from the services of the Company on completing the age of 58 years.
 - l. Notice to terminate in electronic form such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement. Notice to terminate this contract has to be addressed in writing to the Company in the form and manner as may be prescribed in the Company Policy.
 - m. WNS reserves the right to terminate your employment with immediate effect on grounds of breach of policy including but not limited to Infosec / physical security, misconduct or where your performance has been found to be unsatisfactory.

2. OTHER CONDITIONS:

- a. Medical fitness: Your appointment / employment is subject to you being medically fit for employment.
- b. Reference Checks / Background and testimonials verification: Your appointment is also subject to a satisfactory reference / background check and testimonial verification. The Company shall, at its discretion conduct background / reference check and testimonial verification either before joining the company or within a reasonable and practicable time frame after joining. This offer and your continued employment is conditional upon the result of such checks. In case the results of the same checks are negative or unsatisfactory for any reason whatsoever, your offer / employment will be treated as null and void ab initio. In such eventuality, you may be immediately relieved from the employment without giving any notice and or pay in lieu thereof or any other remuneration (including incentives) for the period of engagement up to aforesaid date of relieving.
- c. Effect of Substance Abuse: The Company, at its sole discretion, may conduct from time to time screening for substance abuse during the course of employment. If the results of such screening are found to be positive, employment is liable to be terminated without giving any notice or pay in lieu off.
- d. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies. It shall be your duty to peruse and understand all the terms and conditions enumerated in Company's Policy as well as the repercussions of the breach thereof and not being aware of the same shall not be a defense, which shall be either available to you or accepted by the Company.

Please sign the copy of this letter as a token of your acceptance. Please initial each page in acceptance of the terms and conditions set out herein.

Kindly acknowledge receipt of the offer letter and confirm your acceptance via e-mail within 5 working days from receipt of mail with offer letter. In case you do not accept this offer within the stipulated time and in absence of any communication from your end to

For WNS Global Services Pvt. Ltd.

Adil Nargolwala

Adil S Nargolwala
Corporate SVP - HR
Head Talent Acquisition



DocuSigned by:

Zainab Shabbir Pardawala

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Candidate's Name & Signature

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Extending Your Enterprise

this effect, it will be presumed that you are not keen on pursuing this employment at WNS and hence the said offer shall stand revoked at the sole discretion of the company

Yours faithfully,



For WNS Global Services Pvt. Ltd.

Adil Nargolwala

Adil S Nargolwala
Corporate SVP - HR
Head Talent Acquisition

WNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg,
Vikhroli (West), Mumbai 400 079 | Tel: +91 22 4095 2100 | Fax: +91 22 2518 8307 | CIN:
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Accepted and Agreed

Zainab Shabbir Pardawala
Candidate's Name & Signature



Annexure I

1. You need to furnish the following Documents at the time of joining WNS.

NOTE: Joining will not happen without these documents.

A	Original copy of WNS offer letter
B	DATE OF BIRTH PROOF: Mandatory is Aadhar Card. If no Aadhar Card or incomplete details on Aadhar card then the following will apply:- (Any ONE of the following: Birth Certificate, Xth, XIIth Mark Sheet with DOB details on it, Passport, PAN Card, Driving License, School/College Leaving Certificate) - 1 copy
C	PHOTO ID : Aadhar OR PAN Card in the absence of both then the following will apply :- (ONE of the following: Voters ID, Driving License, Passport, or Bank Passbook with photograph, Bankers verification, NSR (National Skills Registry) ID card, Hall Tickets not more than 1 yrs. including current year up to eg.2006 for 2008, Defense dependant ID Card - 1 copy
D	PERMANENT ADDRESS PROOF : (ONE of the following: Passport, Driving License, Voter's ID, Nationalized Bank Passbook with photograph and address, Electricity Bill - latest of Self or Parents, Ration Card, LIC & Insurance documents, Mobile Bill, Telephone Landline Bill - latest of Self or Parents, or Current lease deed - with you or your parents / spouse as lessee or co-lessee) - 1 copy . The information for address needs to be verifiable during BGV and hence the same needs to be the latest permanent address proof.
E	EDUCATION QUALIFICATION PROOF : (mark sheets & degree are important) (as applicable: Xth, XIIth, Graduation, Post-Graduation Certificate, Copy of Diploma, others)
F	PASSPORT SIZE PHOTOGRAPHS : 5 copies (with Red Background ONLY)
G	PAN NUMBER : Photocopy of PAN Card. If you do not possess a PAN card then an application for one will have to be made and a copy of the application receipt will have to be submitted.
H	Professional Relieving or Experience Letter from previous employer (last 2 employments) or Accepted Resignation Letter from previous employer.
I	Salary Slip / Salary certificate from previous employer (last 2 employments). Bank statement if no salary slip from the Company.
J	Employee ID Proof : (photocopy of salary slips, appraisal letter which contains the employee id proof)
K	Marriage Certificate (if applicable) OR Marriage Affidavit with Couple Photo
L	Self declaration Medical Fitness form : Medical Fitness form needs to be duly filled and stamped by a Doctor.

For WNS Global Services Pvt. Ltd.

Adil Nargolwala

Adil S Nargolwala
Corporate SVP - HR
Head Talent Acquisition



DocuSigned by:

Zainab Shabbir Pardawala

B3645C31DBA7442...

Accepted and Agreed

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Candidate's Name & Signature

WNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg, Vikhroli (West), Mumbai 400 079 | Tel: +91 22 4095 2100 | Fax: +91 22 2518 8307 | CIN: U72200MH1996PTC100196

**NOTE:**

- The same document may be used as proof for more than one of the above requirements.
- Original copies to be brought along with copies for the purpose of verification.

2. In addition to the documents mentioned above, you are requested to provide the following documents and information on your date of joining.

Documents.....

1. Updated Resume.
2. Marriage Certificate (if applicable).
3. Self declaration Medical Fitness form.
4. ESIC (Employee State Insurance Corporation) enrollment would be as per the applicable as per government regulation. In case if your stack up contains ESIC component, please carry the following documents:
 - a. Your 3 post card size (4X7) photographs (copies of the same photograph) OR
 - b. If you would like your family covered - Family group photograph of immediate family (4X7, 3 copies of the same photograph), only members in the photo will be covered. Photos should be clear and have only your immediate dependent family members which include parents, siblings, spouse and children.

Information.....

1. Names and date of birth of family members you would want to mention as nominees for the Provident Fund Scheme (parents / siblings / spouse / children)
2. Your blood group.
3. Your family doctor's name, address, telephone and registration number.
4. National Social Security Number (NSSN) if allocated.

For WNS Global Services Pvt. Ltd.

Adil Nargolwala

**Adil S Nargolwala
Corporate SVP - HR
Head Talent Acquisition**



DocuSigned by:

Zainab Shabbir Pardawala

B3645C31DBA7442...

Accepted and Agreed

**Zainab Shabbir Pardawala
Candidate's Name & Signature**

**WNS Global Services Pvt. Ltd, Plant No. 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg,
Vikhroli (West), Mumbai 400 079 | Tel: +91 22 4095 2100 | Fax: +91 22 2518 8307 | CIN:
U72200MH1996PTC100196**

Annexure II			
Name	:	Zainab Shabbir Pardawala	
Title	:	Associate - Operations (JC6242)	
Role Band	:	A	
BU/EU	:	Travel (901014000)	
Compensation Component	Ref	Amount(INR) Per Month	Amount(INR) Per Annum
Basic Salary		10,500	1,26,000
House Rent Allowance		5,250	63,000
City Compensatory Allowance		5,783	69,400
Sub Total - I	A	21,533	2,58,400
Bonus / Incentive (4)	(a)	0	0
Company's contribution to Provident Fund (1)		1,800	21,600
Company's contribution to ESI (3)		0	0
Sub Total - II	B	1,800	21,600
Total Fixed Pay	C = A + B	23,333	2,80,000
Bonus / Incentive at Maximum Level (4)	(b)	8,100	97,200
Gross Pay (CTC) at Minimum Level	D = C	23,333	2,80,000
Gross Pay (CTC) at Maximum Level	E = D + (b) - (a)	31,433	3,77,200
BENEFITS			
Gratuity payable As per Payment of Gratuity Act, 1972			
Note:			
1) Company's contribution to Provident Fund (PF): In cases where PF wages is above the statutory maximum limit of INR 15,000/- p.m., you have an option to choose the deduction of 12% on actual PF wages. In such situation, various component of the compensation will be adjusted to accommodate your request. PF wages considered for this calculation will be as per Employee Provident Fund and Miscellaneous Provisions Act, 1952.			
2)The Company provides following discretionary Insurance benefits: a) Mediciclaim Benefit: For Self or Family Floater, as per Company policy b) Personal Accident Insurance: For Employee, as per Company Policy c) Life Insurance: For Employee, as per Company Policy d) Parents can also be covered individually or through a Floater at an annual premium as per the company policy. You would have to enroll and pay the sum separately through payroll. Note: The company reserves the right to make appropriate changes to the Insurance plan as and when necessary.			
3) Company's contribution towards ESI Scheme will be as per Employees State Insurance Act, 1948 and is currently 3.25% of the monthly salary.			
4) You will be eligible to participate in the Company's Bonus / Incentive scheme applicable to your process. The Bonus / Incentive at maximum level is inclusive of Bonus / Incentive included in the Total Fixed Pay. The Bonus / Incentive will be paid basis the requirements of Payment of Bonus Act, 1965, your performance and BU/Company performance.			

For WNS Global Services Pvt. Ltd.


Adil S Nargolwala
 Corporate SVP - HR
 Head Talent Acquisition


DocuSigned by:

Zainab Shabbir Pardawala

B3645C31DBA7442...

Accepted and Agreed
Zainab Shabbir Pardawala
 Candidate's Name & Signature

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Mu Sigma

Date: June 06, 2023

Shirin Saji George
Candidate ID:CNE20231578
St. Mira's College For Girls, Pune

Dear Shirin ,

Congratulations - We are thrilled to invite you to embark on a Decision Sciences journey with Mu Sigma, the world's largest pure-play Big Data Analytics & Decision Support company. With a worldwide footprint, Mu Sigma acts as a Transformation Sherpa for its customers in their endeavor to change the way they compete.

Since inception, Mu Sigma has challenged traditional paradigms of learning modes, problem-solving, decision-making, and leadership to enable and accelerate the journey of young problem-solvers into global leaders that transform the journey of Fortune 500 organizations. **Our model has demonstrated that young and fearless decision sciences leaders can be groomed through unrivaled training & unparalleled work experience.**

With Mu Sigma, you belong to a special category of people who are not only building a path-breaking Company, but also laying the foundation for a new industry. You have a rare opportunity to be part of a team that is defining the space of decision sciences, as well as challenging widely held business practices and beliefs along the way.

At Mu Sigma, you will be challenged and you will challenge every day – you will be encouraged and rewarded for questions over answers, for challenging the status quo, for asking 'why not' over 'why', for being daring enough to counter experience with experiments, and for being bold enough to question traditional knowledge with new learnings. You will solve complex problems for Fortune 500 giants across Retail, Healthcare, CPG, Insurance, Automobile, and many other industries by combining Math, Business Acumen, Technology, Behavioral Sciences, and Design Thinking.

We trust you are as excited as us by the opportunities the future holds, and if you are committed to evolving into an elite decision sciences leader, **we invite you to undertake this journey with us.**



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CIN: U74140KA2005PTC036309

Your Decision Sciences Journey with us – Overview & Structure

During your course of employment, you will be learning and delivering value real-time every day.

Up to 120 Days: Induction & Training

You will undergo an immersive training in Mu Sigma's unique **Art of Problem Solving (AoPS™)** ecosystem to develop a problem-solving mindset that combines math, business, and technology with behavioral sciences & design thinking. You will be mentored to elevate your mindset, skillset, toolset, and you will be groomed by Decision Sciences practitioners who are abreast of current industry challenges and real-world problems, with access to Mu Sigma proprietary tools and central learning repository.

At the end of the program, you will be equipped with an experimentative, learning-driven and interdisciplinary approach to problem-solving and **you will be ready to be allocated in different fulfillment or enablement teams at Mu Sigma.**

Trainee Decision Scientist Journey

During your journey as a Trainee Decision Scientist, you will explore a wide range of cross-industry and cross-functional real-world problems with Fortune 500 customers across multiple industry verticals and business horizontals. You will have a 360° view to problem-solving and will experience the full life-cycle of a problem, all the way from problem-definition to solution implementation within the customer organization. You will observe first-hand, the impact of your work on the decisions of leading global organizations and innovate closely with the CXOs and senior leadership of industries.

Apprentice Leader Journey

Subject to satisfactory performance, you will be promoted to an Apprentice Leader (AL). As an AL, you will be a member of Mu Sigma's leadership community. You will be tasked with driving revenue growth, managing key accounts and customer relationships, mentoring Trainee Decision Scientists (TDS), and contributing to organizational initiatives.



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TERMS & CONDITIONS

Joining Date:

- We are pleased offer you the position of Trainee Decision Scientist with **Mu Sigma Business Solutions Private Limited** ('Company') from an effective start date of **August 12, 2023** ('Effective Date').

Compensation:

- Once you execute the contract of employment and come on rolls of the Company on the communicated employment start date, your Cost to Company as mentioned in the Annexure 1.

Medical Insurance:

- In addition to the above, you will also be eligible for Medical Insurance covering hospitalization expenses of up to **INR 300,000** for you and up to three of your dependents defined as per Company medical insurance scheme.
- Critical Illness benefit cover: This will be in the form of a one-time payment of sum insured as per the company policy. This payment will be made only on the first instance of critical illness in the lifetime of the employee. This is applicable only for the employee.

General:

- This letter shall be a mere invitation to offer ("Offer Letter") and the acceptance of this Offer Letter is not to be considered as a binding contract guaranteeing employment for any specific duration. The Company reserves the right to vary or alter the terms and conditions of this Offer Letter and the right to revoke this Offer Letter without cause and without notice period of such revocation up to any time.
- You will be required to submit documents such as educational certificates, ID proof / Address proof, Aadhaar card, photographs. PAN etc. in due course and execute agreements, which includes standard non-disclosure and inventions assignment agreements and appointment letter/contract of employment between you and the Company.
- You may write to us at campus_india@mu-sigma.com for any queries regarding this offer.

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Mu Sigma

Governing law:

This Offer shall be governed, interpreted and enforced by and in accordance with the laws of India and courts in Bangalore shall have the exclusive jurisdiction.

Acceptance of our offer:

Please acknowledge your acceptance by signing below. We look forward to your association with Mu Sigma and wish you all the best for a long and exciting career here.

Sincerely,

Deepa S. Mahesh

Deepa S Mahesh

Director

Declaration

I have carefully read and understood the terms of this offer letter including all the annexures and accept the same unconditionally.

Agreed to and accepted:

Candidate name

Signature

Date



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Mu Sigma

Annexure 1

S.No	Particulars	2024	2025	2026	2027	CTC over 4 jumps
1	Total compensation on Joining till Dec 2024	5,00,000 (PA)				
2	1st Jump - Jan 2025 Compensation Revision		6,50,000 (PA)			
3	2nd Jump - Jan 2026 Compensation revision			8,00,000 (PA)		
4	3rd Jump - Jan 2027 Compensation revision				10,50,000 (PA)	
5	Total Cost to Company					30,00,000

Penalty:

In the event that the employee decides to leave the Company within a 4-year period, there would be a penalty applicable in addition to serving a 60-day Notice Period. The penalty would be dependent on the tenure of employment with the Company. The exact amount of the penalty will be calculated per the table below:

Tenure calculated from date of joining	Penalty amount (in INR)
0 – 36 months	10,00,000
37 – 48 months	7,50,000

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Mu Sigma

Date: June 06, 2023

Ashwini Sajith Chalikandy
Candidate ID:CNE20231579
St. Mira's College For Girls, Pune

Dear Ashwini ,

Congratulations - We are thrilled to invite you to embark on a Decision Sciences journey with Mu Sigma, the world's largest pure-play Big Data Analytics & Decision Support company. With a worldwide footprint, Mu Sigma acts as a Transformation Sherpa for its customers in their endeavor to change the way they compete.

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Mu Sigma

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Acceptance of our offer:

Please acknowledge your acceptance by signing below. We look forward to your association with Mu Sigma and wish you all the best for a long and exciting career here.

Sincerely,

Deepa S. Mahesh

Deepa S Mahesh

Director

Declaration

I have carefully read and understood the terms of this offer letter including all the annexures and accept the same unconditionally.

Agreed to and accepted:

Candidate name

Signature

Date

Mu Sigma Business Solutions Private Limited

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Mu Sigma

Annexure 1

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CIN: U74140KA2005PTC036309





Hi **Sanjana**,

Congratulations on your selection at Tata Elxsi!

Please submit below documents for completion of your joining process.

- a. Relieving letter(s) & Experience Certificate(s) from all your previous Organisations covering your entire experience.
- b. Your salary certificate / payslips (Latest 3 months Pay Slips from your immediate previous employer).
- c. Certificates of 10th & 12th Classes.
- d. Graduation Certificate & Marks Sheets.
- e. Post Graduation Certificate & Mark Sheets (If applicable).
- f. Passport Details (Number, Date, Place of Issue and Validity) with copy of first four and last two pages. Please get the self-attested copies of first four and last two pages of pass port.
- g. Last Employer's PF Membership No. (If applicable).
- h. Passport Size Photograph (White Background).
- i. Copies of Pan Card, self attested.
- j. Copies of Aadhar Card, self attested.

The offer should be signed (at the end of every page) and shared back to us.

Joining process will start by 9:00 AM on your joining date.

Note: Joining formalities will not be carried out if any of the mandatory documents is not submitted. Joining formalities will be done on the day when all the required documents are brought by you.

Looking forward to your joining the TATA ELXSI FAMILY!

for **Tata Elxsi Limited**,

Rajagopalan S.

Head - Human Resources



TATA ELXSI

Registered Office **Tata Elxsi Limited** ITPB Road Whitefield Bangalore 560 048 India

Tel +91 80 2297 9123 Fax +91 80 2841 1474

www.tataelxsi.com

(CIN-L85110KA1989PLC009968)



21 July, 2023

Sanjana Tripathy
Pankaj Asmaan, Sant Nagar, Lohegaon, Pune-411047.

Dear Sanjana,

We are pleased to appoint you as **Associate Engineer** or in such other capacity as the Management of the Company shall from time to time determine, under the following terms and conditions:

1. Appointment:

You will be required to join us on **24 July, 2023.**

(The Company reserves the right to advance / postpone the date of joining.)

1.1. Your date of appointment is effective from the date of joining.

2. Code of Conduct:

- 2.1. The Company may require you, at any time, to perform any other administrative, managerial, supervisory, technical or other functions and you will be bound to carry out such functions.
- 2.2. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of your job, skills, specific background and professional merit. Accordingly your salary and any changes made to it, is strictly confidential, and you shall treat it accordingly.
- 2.3. You shall maintain proper discipline and dignity of your office and shall deal with all matters with sobriety.
- 2.4. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
- 2.5. You shall inform the Company of any changes in your personal data within 3 days of the occurrence of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address in India, as recorded in the Company.
- 2.6. You will observe work timings and holidays as applicable to your location and place of work.

TATA ELXSI

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engineering creativity





3. Training & Probationary Period:

- 3.1 You will be on training for the first 6 months. During the training period, you will be subject to assessment at various stages and you are expected to meet the minimum acceptable criteria for your continuity in the Company and subject to submission of Provisional Degree Certificate (PDC) of the University with **60% or 6.0 CGPA** in aggregate.
- 3.2 Post the above, you will be on probation for the next 6 months. On meeting the minimum acceptable criteria and on completion of the probation period, if found suitable in the appointed post, you will be confirmed in writing by the Company. The terms and conditions of this letter shall continue to bind you or as may be amended by the Company from time to time.
- 3.3 Based on your performance, the Company is at liberty to terminate your services, if found unsatisfactory at any time during the Training or probation period, or extended probation period, as it deems necessary.

4. Salary:

- 4.1. During the period of probation you will be entitled to salary and perquisites as detailed in the annexure. The Company in writing will communicate any change in compensation to you.
- 4.2. Compensation structure detailed in the attached annexure is for a posting in **Pune**. The compensation structure is based on location of posting and any change in compensation arising out of a change in location of posting will be communicated to you in writing.

5. Initial Posting and Subsequent Transfers:

Your initial posting can be at any of our design & development centers in **Pune**. You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, factory or branch of the Company or subsidiary, associate or affiliate of the Company in India or abroad without claiming any extra remuneration for such transfers.

6. Leave:

- 6.1. You will be entitled to leave and other benefits in accordance with the rules / policies of the Company.

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7. Other Work:

- 7.1. Your position is a full time employment with the Company and you shall devote your whole time and attention to the Company's business entrusted to you. You will not take up any other work for remuneration (Part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without the prior written permission of the Chief Executive Officer of the Company.

8. Termination:

- 8.1. During the period of training / probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management. On confirmation of your services in the Company, your services shall be terminable by giving three months notice or three months basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management.
- 8.2. In the event that you want to terminate your employment with the Company, while on a project at customer's site in India or abroad you will be required to give a minimum of 90 days notice, to enable smooth transition and transfer of technology. The actual date of release will be mutually decided with the consent of the concerned client and your superior and the said date of release shall not be unreasonably withheld provided you are able to handover charge satisfactorily within the 90 day period. This minimum notice of 90 days cannot be adjusted with payment in lieu of notice period as mentioned in clause 8.1 above or adjusted against the Privilege Leave.
- 8.3. During the term of your employment with the Company, if the Company decides to enroll you for Training/Development Program abroad, you shall not leave or abandon the services of the Company for the time period set forth in a separate agreement from the date of completion of such Training and Development Program. On completion of such time period, if you wish to leave the services of the Company, you shall be bound to provide prior notice in writing as per the terms of this Employment Agreement / Offer letter.
- 8.4. You will be liable to termination from service by the Company without notice if:
- Any declaration given by you or any testimonials furnished by you to the Company is found to be false, or,
 - You are found to have willfully suppressed any material information, or,
 - You are found to have been convicted for or indulged in criminal, subversive or immoral activities, or,
 - You are found to have indulged in financial irregularities; or
 - You breach any of the terms and conditions of your employment as specified in this letter, or of any further official communication from the Company.

TATA ELXSI

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(CIN-L85110KA1989PLC009968)





9. On Separation:

- 9.1. On communication of the termination/resignation of your employment with the Company, you will immediately give up to the Company before you are relieved, all documents of the Company including correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items.

10. Background Check:

You are advised that, before or after joining the services, the Company or its Client(s) may conduct a background check such as past employment, education, financial & criminal check, including any other information that has been furnished by you. The Company reserve the right to withdraw any offer of employment or terminate your appointment immediately, without any liability should the results of your background investigation found negative.

11. Intellectual Property and Confidential Information:

- 11.1. Information pertaining to the Company's operations and its clients shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you. Any Intellectual Property or Patents developed by you during your service will be the property of Tata Elxsi Limited. After leaving the services of the Company, you shall keep confidential and proprietary information and technologies, which you were involved with during your service with the Company and shall render yourself liable to damages and costs arising out of breach of such confidentiality.
- 11.2. You shall irrevocably, unconditionally and free of any cost, royalty or compensation, assign to TEL all rights, title and interests including the transfer rights and Intellectual Property Rights in all products, designs, software, all embedded, intermediary, base software technology which is created or developed by you during the course of your employment. TEL shall have the right to obtain and hold in its own name, copyrights, trade-marks and other applicable registrations and seek such other protection as may be appropriate to the work, product and all designs, software created by you and you shall also provide TEL or any person designated by TEL all assistance as may be required to establish and / or perfect the rights defined in this clause.
- 11.3. **Data Protection Regulation- Personal Data:** You acknowledge and agree that TEL or any of its affiliates or group companies may process your personal data/ sensitive data. You also hereby provide explicit consent to the company to transfer such

TATA ELXSI

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Tel +91 80 2297 9123 Fax +91 80 2841 1474

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(CIN-L85110KA1989PLC009968)





personal/sensitive data outside the country in which you are employed. TEL will process your personal data in the performance of a contract as your employer, to ensure to meet the employer obligations and the requirements of employment law. Your personal/sensitive data as part of legal obligation for business accounting, payroll, tax, immigration purposes. Your personal/sensitive data shall be under legitimate interests to carry out background checks as part of our due diligence measures. You hereby give your explicit consent to TEL to process such personal/or sensitive data.

12. Adhering to Safety Standards:

- 12.1. The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.
- 12.2. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs, smoking, chewing of tobacco or alcohol. The use of alcohol and/or illegal drugs in the workplace will not be tolerated.
- 12.3. Tata Elxsi has implemented its Healthy and Safety process based on ISO 45001. You are expected adhere to the Health and Safety Policy and promptly report any potential health and safety issues as per the reporting mechanism stipulated under the Health and Safety Policy. This act may help us maintain our own safety, as well as the safety of our fellow co-workers.

13. Protection of Interest:

- 13.1. If you conceive any new or advanced methods of improving process / formulae / systems in relation to the operations of the Company, such development will be fully communicated to the Company and will be and will remain sole right / property of the Company.

14. Client Management:

- 14.1. On Termination / Resignation of employment for what-so-ever reasons, you will not seek employment opportunities with our principals, customers and any other person / entity, with whom you had a business relationship / technical engagement within one year from your last working day in the Company. In the event the Company is of the reasonable opinion that you are terminating your employment with the Company to pursue an occupation in violation of this Clause 12, then the Company reserves the right to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the Company. The Company further reserves the right to

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approach a Court of competent jurisdiction and obtain an injunction preventing you from terminating your employment with the Company and/or recover damages there from.

15. Non-solicitation:

- 15.1. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, hire or employ, or assist anyone else to solicit, hire or employ, any other employee of the Company. At no time you may directly or indirectly seek to induce any other employee of the Company to leave the employment of the Company or to become associated with, or perform services of any type for any third party.
- 15.2. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, induce or encourage any customer or vendor of the Company to move his/her existing business with the Company to a third party or to terminate his/her business relationship with the Company.

16. Retirement:

- 16.1. You will retire in the month of your attaining the age of 60 years.

17. Original Certificates:

- 17.1. You are required to produce Original certificates / testimonials for our reference & verification on the day of joining.

18. You are requested to join us on the date as indicated to you in **clause 1** of this letter ("**Date of Appointment**").

19. Jurisdiction and Dispute resolution:

- 19.1. Any dispute which may at any time hereafter arise between the parties hereto, shall be referred to a single arbitrator to be appointed by the Company Secretary of Tata Elxsi Ltd. in accordance with and subject to the provisions of the arbitration and conciliation act, 1996. It shall be open to any one of the parties to move the Company Secretary to appoint the arbitrator and refer dispute to arbitration. The decision/award of such an arbitrator shall be binding on the parties hereto. The venue of arbitration shall be Bangalore. The Courts in Bangalore shall have exclusive jurisdiction to the exclusion of all other Courts.

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19.2. You will be required to produce one set of photocopies and the originals of certificates / testimonials on the day of joining. Photocopies will be retained for our records and originals will be returned to you upon verification.

19.3. Please note that while on employment, you will be governed by all Rules and Regulations of the Company, which are in force from time to time, and the Company shall have the right from time to time to vary or modify any of the terms and conditions of service, which shall be binding on you.

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

Wishing you the best in your career,

For Tata Elxsi Limited,

Rajagopalan S.
Head - Human Resources

Declaration

I acknowledge that I was provided with an unsigned copy of this Agreement in advance of signing the same and was accorded ample opportunity to read and seek whatever clarification I needed related to the Agreement. I have read and understood the above terms and conditions of employment and am accepting the same. I will be reporting for duty on as indicated to me in **Clause 1** of this letter ("**Date of Appointment**"). By signing this Agreement I consent to the Company for collecting, retaining and processing my personal/sensitive data.

Date:

Signature: _____

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Annexure 1

Annexure to: **Sanjana Tripathy**

Appointment Letter Dated: **21 July, 2023**

Name	Sanjana Tripathy
Level	C
Designation	Associate Engineer
BU	Quality
Location	Pune

	Amount in INR
Basic	14000
House Rent Allowance	7000
Flexible Benefit Plan**	247
Statutory Bonus *	1400
Monthly Salary	22647

Deferred Benefits (Annualised)

Provident Fund (As per the PF Act 1952)	20160
Gratuity (As per the Gratuity Act 1972)	8081

Annual Gross Salary	300005
----------------------------	---------------

Medical Insurance (Hospitalisation) coverage as per Company policy as amended time to time.

Group Term Life (Personal Accident + Life Insurance) Coverage as per Company policy as amended time to time.

*As per the Payment of Bonus Act 1965

**Please refer the annexure for details of FBP

For Tata Elxsi Limited,

Rajagopalan S.
Head - Human Resources



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Annexure 2

Annexure indicating breakup of FBP components applicable to grade “C”

1. Telephone / Cell phone expenses (Not exceeding Rs.15,000/- p.a.).
2. Membership for Technical Societies (not exceeding Rs.6000/- p.a.).
3. LTA (tax free twice in 4 years as per prevailing Income Tax rules).



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Deloitte Consulting India Private Limited
10th floor, Block 1, Wings 1 & 2 International Tech Park
Pune (Kharadi) Grant Road, Kharadi, Pune 411014,
Maharashtra.

www.deloitte.com

Sep 11, 2023

Ms. Harshada Sharad Dhamdhare
236, Somwar Peth Khadiche Maidan,
Pune, 411011
India

Subject: Offer of Employment

Dear Harshada Sharad Dhamdhare:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Associate Analyst** based in **Pune**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **October 3, 2023**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 325,008/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 25,000/-** subject to your reporting for full-time employment on **October 3, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **October 3, 2023**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.


This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Harshada Sharad Dhamdhare, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

DocuSigned by:

2B8F65B8ECE5489...
By: _____
Signature

Authorized Signatory

Acceptance

I, **Harshada Sharad Dhamdhare**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.09.12 05:24:31 -07:00



Annexure A**Ms. Harshada Sharad Dhamdhare****Associate Analyst**

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	9,500	114,000
House Rent Allowance (HRA)	4,750	57,000
Special Allowance ^{1a & 1b}	4,805	57,660
Leave Travel Allowance ²	950	11,400
Differential Allowance	3,079	36,948
Meal Card ³	2,200	26,400
Employer's contribution to PF	1,800	21,600
Total Salary (in Rs.)	27,084	325,008
Variable Bonus*	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium ⁴	3,014	36,167

*The Variable Bonus will vary, primarily based on your individual performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer, during the Annual Incentive Program payout cycle for the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid during the Annual Incentive Program payout cycle of that year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -
Associate Analyst**

^{1a}*Communication Expenses*

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.

Rs./₹3,000/- per month

^{1b}*Fuel Expenses*

Petrol / Driver / Insurance / Repairs & Maintenance

Rs./₹7,500/- per month

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

² The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.





Harshada Sharad Dhamdhare

Pune

Annexure B**Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **10th floor, Block 1, Wings 1 & 2 International Tech Park Pune (Kharadi) Grant Road, Kharadi, Pune 411014, Maharashtra**. (the "Employer") as **Associate Analyst** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Associate Analyst** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

4. Confidentiality. I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. Third Party Information and Property. I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

7. Competing Activities and Conflict of Interest. During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the Systems only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or Systems performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the Systems for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the Systems for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.



d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

1.1. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

12. Post-Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

13. Exceptions to Post-Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. Restrictions re: *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

16. Post- Employment Restrictions re: Deloitte Property. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

17. Transition of Work and Cooperation. Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

18. Notification of Post- Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

19. Certification. I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.



MISCELLANEOUS

24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in **Pune, Maharashtra, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

DocuSigned by:
For Deloitte Consulting India Private Limited

Pooja Madnani

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Pooja Madnani

Talent



Authorized Signatory

Effective as of **October 3, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Harshada Sharad Dhamdhere

Signature

Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.09.12 05:24:31 -07:00



EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.



Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



EXHIBIT B**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
---------------------	--------------------	---------------------------------

Signature

Date

Harshada Sharad Dhamdhare

Name (Print)

ACCEPTED AND AGREED TO:

Deloitte Consulting India Private Limited

DocuSigned by:

Pooja Madnani

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Pooja Madnani

Talent

Its: *Authorized Signatory*

Sep 11, 2023

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.09.12 05:24:31 -07:00

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



EXHIBIT C

Proceedings

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Signature

Harshada Sharad Dhamdhere

Name

Date



EXHIBIT D**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have
Post-Employment Restrictions
re: Clients

No, I do not have
Post-Employment Restrictions
re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Consulting India Private Limited

DocuSigned by:

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Pooja Madnani

Talent

Its: Authorized Signatory

Sep 11, 2023

Date

I have read and understood the above policy terms.

Harshada Sharad Dhamdhare

Signature

Name

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10
Sealed Time: 2023.09.12 05:24:31 -07:00

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **90 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment



Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **October 3, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Harshada Sharad Dhamdhare

Signature

Name





Sep 11, 2023

Ms. Harshada Sharad Dhamdhare
236, Somwar Peth Khadiche Maidan,
Pune, 411011
India

Training Agreement

Dear Harshada Sharad Dhamdhare:

On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Associate Analyst** pursuant to the terms and conditions of your offer letter dated **October 3, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Consulting India Private Limited**

DocuSigned by:

Pooja Madnani

2B8F65B8ECE5489...

By:

Signature

Authorized Signatory



Ref: 964134/2223001/Permt

Date: 17th June, 2023

Saniya Asif Sayed

D/O Asif Sayed, House No. 264, Gavthan, New Khadki, Opp Acharya Atre School

Yerwada, Pune City, Pune, Maharastra - 411006

Phone No: 8888709057

Subject - Offer of Appointment

Dear **Saniya Asif Sayed**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate - Technical Support** on **U1** band, operating out of our **Pune** office.
2. **(a)** You will be on probation for a period of 3 months from the date of joining the Company during which you will be on training covering the complete process and projects or services, mandated by the customer of the Company. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
(b) Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the training mandated by the customer of the Company.
3. Your "Annual Total Cash Compensation" will be **Rs. 250000 (Rupees Two Lakhs Fifty Thousand Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
4. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
5. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
6. You are required to join on **19th June, 2023** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
7. On the date of joining, you are requested to report to **Kajal Prakash Hule** at **12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, Plot No.01, Rajiv Gandhi Infotech Park, Phase-3, Hinjewadi, Pune SEZ, Pune - 411057**. At the time of joining, you are expected to carry originals of the documents as per **Annexure - D** and submit the copies of the same to the HR Team.

8. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
9. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Kajal Prakash Hule** latest by **19th June, 2023**.
10. For any clarification / further Information on-
- Employment terms and conditions, please get in touch with Offers Team (E-Mail: **SM00592470@TechMahindra.com**)

For Tech Mahindra Limited



Mukul Sah
Group Head – HR & RMG

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure – A

NAME	Saniya Asif Sayed	
TITLE	Associate - Technical Support	
BAND	U1	
LOCATION	Pune	
Components of Total Cost to Company	Rs. (Per Annum)	Rs. (Per Month)
Basic (@35% of Total Fixed Pay)	74,408	6,201
HRA (@70% of Basic Pay)	52,086	4,340
Bonus/Statutory Bonus	14,882	1,240
Employer's contribution to Provident Fund (@12% of Basic Pay)	8,929	744
Employer's contribution to ESIC (@3.25% of Fixed Pay)	7,154	596
Personal Pay	55,136	4,595
Total Fixed Pay (Per Annum)	212,595	17,716
Total Variable Pay (TVP) (Per Annum) (*)	23,622	1,969
Cost to Company (CTC)(A)	236,217	19,685
Additional Benefits(B)		
Gratuity	3,579	
Insurance Premiums (towards GTLI, GMIP and GPAI)	10,204	
Total Cost to Company (TCC) (Per Annum) -----(A) + (B)	250,000	
Employee deductions (C)		
Employee's contribution to Provident Fund (@12% of Basic Pay)	8,929	744
Employee's contribution to ESIC (@0.75% of Fixed Pay)	1,651	138
Total (C)	10,580	882
Take Home PA (during Training)	185,932	15,494
Take Home PA (Post Training) @ 100% VP	209,554	17,463
Bonus / Statutory Bonus , if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.		
(*) Performance incentive will not be applicable during training. Associate will be eligible for Performance Incentive post successful completion of Training based on the employee performance. Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year.		
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -		
i) Gratuity : As per Payment of Gratuity Act		
ii) Insurance		
a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. 20 lakhs to the beneficiary on the unfortunate death of the associate		

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **Rs. 2 lakhs**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.

iii) Company Transport:

- In the event of your availing Company provided transport to commute to and from office, deduction will happen from your salary as per applicable policy

**With Best Wishes,
For Tech Mahindra Ltd.**



**Mukul Sah
Group Head – HR & RMG**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- (iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- (iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- (v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of **60** days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to

terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

- (g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- (h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company

Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of



the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the

client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :



Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
First Name:		Last Name:	
Gender: Male / Female		Date of birth (DD/MM/YYYY)	
		Blood Group	

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			

Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name:

Date:

(DD/MM/YY)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth Certificate & mark sheets
 - Degree Certificate & Semester/year-wise mark sheets
 - Master's Certificate & Semester/year-wise mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents – if any
- (b) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.
- (g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.
- (h) Aadhaar Card
You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.

- This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:

Signature:

Date :

Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the

names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. Ownership of Work Product: Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited.

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20____

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Mukul Sah
Group Head – HR & RMG

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____
Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Ref: 964134/2222996/Permt

Date: 17th June, 2023

Renuka Santosh Deokar
House No. 231, New Khadaki, Near Ganesh Mandir
Yarwada, New Khadaki, Pune, Maharastra - 411006
Phone No: 8668744456

Subject - Offer of Appointment

Dear **Renuka Santosh Deokar**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate - Technical Support** on **U1** band, operating out of our **Pune** office.
2. **(a)** You will be on probation for a period of 3 months from the date of joining the Company during which you will be on training covering the complete process and projects or services, mandated by the customer of the Company. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
(b) Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the training mandated by the customer of the Company.
3. Your "Annual Total Cash Compensation" will be **Rs. 250000 (Rupees Two Lakhs Fifty Thousand Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
4. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
5. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
6. You are required to join on **19th June, 2023** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
7. On the date of joining, you are requested to report to **Kajal Prakash Hule** at **12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, Plot No.01, Rajiv Gandhi Infotech Park, Phase-3, Hinjewadi, Pune SEZ, Pune - 411057**. At the time of joining, you are expected to carry originals of the documents as per **Annexure - D** and submit the copies of the same to the HR Team.

8. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
9. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Kajal Prakash Hule** latest by **19th June, 2023**.
10. For any clarification / further Information on-
- Employment terms and conditions, please get in touch with Offers Team (E-Mail: **SM00592470@TechMahindra.com**)

For Tech Mahindra Limited



Mukul Sah
Group Head – HR & RMG

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure – A

NAME	Renuka Santosh Deokar	
TITLE	Associate - Technical Support	
BAND	U1	
LOCATION	Pune	
Components of Total Cost to Company	Rs. (Per Annum)	Rs. (Per Month)
Basic (@35% of Total Fixed Pay)	74,408	6,201
HRA (@70% of Basic Pay)	52,086	4,340
Bonus/Statutory Bonus	14,882	1,240
Employer's contribution to Provident Fund (@12% of Basic Pay)	8,929	744
Employer's contribution to ESIC (@3.25% of Fixed Pay)	7,154	596
Personal Pay	55,136	4,595
Total Fixed Pay (Per Annum)	212,595	17,716
Total Variable Pay (TVP) (Per Annum) (*)	23,622	1,969
Cost to Company (CTC)(A)	236,217	19,685
Additional Benefits(B)		
Gratuity	3,579	
Insurance Premiums (towards GTLI, GMIP and GPAI)	10,204	
Total Cost to Company (TCC) (Per Annum) -----(A) + (B)	250,000	
Employee deductions (C)		
Employee's contribution to Provident Fund (@12% of Basic Pay)	8,929	744
Employee's contribution to ESIC (@0.75% of Fixed Pay)	1,651	138
Total (C)	10,580	882
Take Home PA (during Training)	185,932	15,494
Take Home PA (Post Training) @ 100% VP	209,554	17,463
Bonus / Statutory Bonus , if applicable, shall be paid in 12 equal monthly installments in advance along with your regular salary.		
(*) Performance incentive will not be applicable during training. Associate will be eligible for Performance Incentive post successful completion of Training based on the employee performance. Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year.		
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -		
i) Gratuity : As per Payment of Gratuity Act		
ii) Insurance		
a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. 20 lakhs to the beneficiary on the unfortunate death of the associate		

b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self , Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **Rs. 2 lakhs**.

c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto **Rs. 5 lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.

iii) Company Transport:

- In the event of your availing Company provided transport to commute to and from office, deduction will happen from your salary as per applicable policy

**With Best Wishes,
For Tech Mahindra Ltd.**



**Mukul Sah
Group Head – HR & RMG**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- (iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- (iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- (v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of **60** days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to

terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.

- (g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- (h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company

Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of

the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).



9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the

client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
First Name:		Last Name:	
Gender: Male / Female		Date of birth (DD/MM/YYYY)	
		Blood Group	

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			

Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name:

Date:

(DD/MM/YY)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth Certificate & mark sheets
 - Degree Certificate & Semester/year-wise mark sheets
 - Master's Certificate & Semester/year-wise mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents – if any
- (b) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.
- (g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.
- (h) Aadhaar Card
You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.

- This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:

Signature:

Date :

Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the

names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. Ownership of Work Product: Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited.

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20____

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Mukul Sah
Group Head – HR & RMG

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____
Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name: